


**B I R D**

406 Broadway #369 Santa Monica, CA 90401 | 1-866-206-2442 | [www.bird.co](http://www.bird.co)

This document is one of three forms required for a complete license application.  
Please submit signed and completed documents by email to [DocklessMobility@AustinTexas.gov](mailto:DocklessMobility@AustinTexas.gov).

		
<b>City of Austin</b> Austin Transportation Department, Mobility Services Division 1111 Rio Grande St, Austin, TX 78701		
<b>Reset Form</b>		
<b>DOCKLESS MOBILITY LICENSE APPLICATION</b>		
APPLICATION TYPE (check one): <input checked="" type="radio"/> New <input type="radio"/> Renewal <input type="radio"/> Supplement (if adding units to a licensed system)		
<b>APPLICANT INFORMATION</b> The following information must be provided for the applicant, each officer, director, partner, and any other person who will participate in the business decisions of or who has the authority to enter contracts on behalf of this dockless mobility company. This information is to be provided on a separate page and attached to the application.		
Applicant Name: <u>Kimberly Pluth</u>		
City: <u>Santa Monica</u>	State: <u>California</u>	ZIP Code: <u>90401</u>
Phone: <u>1 866 205 2442</u>	E-mail: <u>[REDACTED]</u>	
<b>PARENT COMPANY</b>		
Business Name:		
Business Structure (describe):		
Address:		
City:	State:	ZIP Code:
Contact Name:		
Phone:	E-mail:	
<b>BUSINESS INFORMATION</b>		
Business Name/DBA: <u>Bird Rides Inc.</u>		Sales Tax Number: <u>821399939</u>
Business Structure (circle one): <input checked="" type="radio"/> Corporation <input type="radio"/> Limited Liability Company <input type="radio"/> Partnership <input type="radio"/> Sole Proprietorship		
<input type="radio"/> Other (describe):		
Address: <u>406 Broadway #369</u>		
City: <u>Santa Monica</u>	State: <u>CA</u>	ZIP Code: <u>90401</u>
Phone: <u>1 866 205 2442</u>	E-mail: <u>[REDACTED]</u>	
<b>PAST PERFORMANCE</b>		
Have you held a permit issued by the City of Austin and/or any adjacent cities or counties that has been revoked? <input type="radio"/> Yes <input checked="" type="radio"/> No If you answered yes, attach additional sheets explaining why.		
Has your company been fined or had property impounded by the City of Austin and/or any adjacent cities or counties? <input checked="" type="radio"/> Yes <input type="radio"/> No If you answered yes, attach additional sheets explaining why.		
Does your company have any outstanding fees or fines owed to the City of Austin and/or any adjacent cities or counties? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If yes, in what jurisdiction(s)? <u>City of Austin (see attached)</u>		

<b>SERVICE AREA AND SIZE OF FLEET</b>
FLEET SIZE: <u>500</u> (write in total number of units) <input checked="" type="radio"/> Initial Fleet <input type="radio"/> Additional Units
<p><b>PLEASE INCLUDE THE FOLLOWING ITEMS WHEN SUBMITTING THIS APPLICATION:</b></p> <ol style="list-style-type: none"> <li>1. Proof of insurance documentation that names the City of Austin as an additional insured. (See Terms and Conditions of License for requirements).</li> <li>2. Images and description of unit and mobile application. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units and Section 6, Operations and Customer Service)</li> <li>3. A sample of the unit to be used under this program for inspection by ATD. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units)</li> <li>4. Description of pricing structure, rates, and method(s) of communication to the customer. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service)</li> <li>5. A Unit Inventory List in an electronic spreadsheet listing the serial number of each unit. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units, Part C)</li> <li>6. As part of the applicant's Citywide Unit Placement Plan             <ol style="list-style-type: none"> <li>a. A Safety Response Plan detailing how safety and maintenance issues will be identified and addressed. (See Dockless Mobility Technology Rules Section 4, Safety)</li> <li>b. An ESRI ArcGIS shapefile specifying the geographic area of interest, if seeking supplemental units above the 500 units authorized under the initial license application. (See Dockless Mobility Technology Rules Section 3, Service Area and Size of Fleet, Part B(1))</li> <li>c. A Marketing and Outreach Plan. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service, Part F)</li> <li>d. A Maintenance, Cleaning, Repair and Waste Management Plan. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service, Part G)</li> </ol> </li> <li>7. Access to a documented web-based application programming interface (API) capable of providing fleet information and anonymized data for each trip. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part F, H)</li> <li>8. All copies of the terms of service, including the privacy policy, the End User License Agreement (EULA) and all versions of this information available when accessing the service from a smart phone as well as the operator's website. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part D)</li> <li>9. Copy of the Performance bond listing the City of Austin. (See Dockless Mobility Technology Rules Section B, Insurance, Performance Bond and Fees, Part 8)</li> <li>10. Certificate of conformance to 16 CFR part 1512 for each import shipment of bicycles, and the equivalent for each shipment of scooters. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units, Part i)</li> <li>11. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds ISO 4210: Safety Requirements for City and Trekking Bicycles, and the equivalent for each model scooter. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part F, H)</li> <li>12. If operating electric-assist units, certification from a qualified independent testing laboratory that the make and model of electric bicycles and scooters used employ an electric motor of less than 750 watts (1 hp), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part K)</li> </ol>

Finish and Save Form



## City of Austin

Austin Transportation Department, Mobility Services  
1111 Rio Grande Street, Austin, Texas 78701

### CITY WIDE LICENSE TERMS AND CONDITIONS

#### **1. INTRODUCTION**

- 1.1 Agreement:** These Terms and Conditions are made in conjunction with the Director's Rules and any other agreement between the Licensee and the City of Austin. Together, these documents record our agreement in relation to the use of City of Austin right of way.
- 1.2 Priority:** If there is any inconsistency between these Terms and Conditions and/or any other agreements, the Terms and Conditions shall prevail in that order, over the Rules.

#### **2. INSURANCE REQUIREMENTS**

- 2.1** Business Automobile Liability Insurance with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements:
- A. Waiver of Subrogation in favor of the City of Austin, endorsement CA 0444, or equivalent coverage
  - B. 30 day Notice of Cancellation in favor of the City of Austin, endorsement CA 0244, or equivalent coverage
  - C. City of Austin listed as additional Insured, endorsement CA 2048, or equivalent coverage
- 2.2** Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). The policy shall contain the following provisions:  
Products and Completed Operations with a minimum limit of \$500,000  
Explosion, Collapse, and Underground (XCU) coverage  
Independent Contractors coverage
- 2.3** The policy shall be endorsed and certificates shall reflect the following:  
City of Austin listed as additional insured, Endorsement CG 2010 or equivalent.
- A. Waiver of Subrogation in favor of the City of Austin, Endorsement CG 2404 or equivalent.
  - B. 30 day Notice of Cancellation in favor of the City of Austin, Endorsement CG 0205 or equivalent.
- 2.4** Certificate Holder and ALL ENDORSEMENTS naming the CITY as Additional Insured, granting Waivers, and providing Notice of Cancellation, shall indicate:  
City of Austin, ATTN: Mobility Services  
P.O. Box 1088  
Austin, Texas 78767

- 2.5 The REQUESTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better. The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and REQUESTOR, shall be considered primary coverage as applicable. If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The REQUESTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance. If insurance policies are not written for amounts specified above, the REQUESTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. The REQUESTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT. The REQUESTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The CITY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the REQUESTOR. The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the REQUESTOR.

### **3. LICENSE PAYMENT**

- 3.1 **Initial Payment:** Prior to issuance of license(s), the applicant shall pay the appropriate non-refundable fees, as established by ordinance.
- 3.2 **Per Unit Fee:** The licensee shall pay a fee per unit.

### **4. LICENSE TERM**

- 4.1 **Initial Term:** From the date of issuance, the license shall be valid for no longer than six (6) months.
- 4.2 **Renewal:** Upon expiration of the Initial Term, the License will automatically renew for six (6) months with the same terms and conditions, upon payment of applicable fees, unless either the City or Licensee chooses not to renew. If the City chooses not to renew this Agreement, the City shall notify the Licensee of non-renewal at least two (2) weeks prior to the expiration of the then-current term. If the Licensee chooses not to renew this Agreement, the Licensee shall notify the City of non-renewal at least two (2) weeks prior to the expiration of the then-current term.
- 4.3. **Termination for Cause by City:** The City may terminate a license, based on the Licensee's inability to cure such defaults listed below. The City's right to terminate this Agreement for

Licensee's default is cumulative of all its rights and remedies which exist now or in the future. Default by Licensee includes, but is not limited to:

- A. Failure of the Licensee to comply with any requirement in City Code or Rules.
- B. Licensee becomes insolvent;

4.4. **Termination by Licensee:** The licensee may terminate a license at any given time, by providing the City a minimum of a two (2) week notice. Upon termination, the licensee shall inform their customers of the change and remove the units within ten (10) business days.

## **5. LICENSE REVOCATION**

5.1 **Initial Term:** From the date of issuance, the license shall be valid for no longer than six (6) months.

## **6. LICENSEE DEBT**

Licensee shall comply with the City Code and Director Rules, as amended from time to time. If the City becomes aware that the Licensee owes any money to the City or any related entity for Ad Valorem Taxes on real or personal property located within the boundaries of the City ("Debt"), it shall notify Licensee in writing. If Licensee does not pay the debt within thirty (30) days of such notification, the Director reserves the right to terminate the license.

## **7. EXCLUSION**

This Program does not regulate or authorize operation at the Austin Bergstrom International Airport (ABIA). Such operation shall be with the approval of the ABIA Director and under such terms and conditions as the ABIA Director shall prescribe, including assessment of a fee.

## **8. NO RECOURSE**

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this license or after such date, for any claim based upon this agreement.

## **9. NO JOINT VENTURE, PARTNERSHIP, AGENCY**

Nothing in this license will be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer – employee or borrowed servant relationship by and among the parties.

## **10. NO PRIVATE RIGHTS**

Nothing in this license will be construed in any form or manner to convey any private property right in, or to, the use of any street or public right-of-way. All permissions granted by this agreement shall be subject to the superior right of the public to the safe and orderly movement of people and traffic.

## **11. MISCELLANEOUS PROVISIONS**

- 11.1 This agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any previous agreement, assertion, statement, understanding or other commitment before the date of this contract, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Program, or after the term of this Program, shall have any legal force or effect unless properly executed in writing by the parties.
- 11.2 This Program is made, and shall be construed and interpreted under the laws of the State of Texas and venue for any lawsuit concerning this Program shall lie in the City of Austin, Travis County, Texas.
- 11.3 Regardless of the actual drafter of this agreement, this agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.
- 11.4 All official communications and notices required to be made under this Program shall be deemed made if sent, postage prepaid to the parties at the attention of the signatories hereto.
- 11.5 The Parties bind themselves and their successors in interest, assigns and legals to this Program.

## 12. INDEMNITY

Bird Rides, Inc. SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY Bird Rides, Inc., ITS OFFICERS, AGENTS, EMPLOYEES, NAME OF ENTITY 'S SUB-ENTITIES, SUCCESSORS OR ASSIGNS, (Bird Rides, Inc. PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE Bird Rides, Inc. PARTIES IN THIS AGREEMENT OR IN Bird Rides, Inc. 'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE Bird Rides, Inc. PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. Bird Rides, Inc. 'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

City shall give Bird Rides, Inc. written notice of a Claim asserted against an Indemnified Party. Bird Rides, Inc. shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Bird Rides, Inc. of any obligations in this agreement. In no event may Bird Rides, Inc. admit liability on the part of an Indemnified Party without the written consent of City Attorney.

Maintenance of the insurance required under this Agreement shall not limit Bird Rides, Inc.'s obligations under this Article. Bird Rides, Inc. shall require all subcontractors to indemnify City as provided in this Article.

BY SIGNING BELOW, I AGREE TO ALL OF THE TERMS OUTLINED ABOVE.

I DECLARE THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND THAT I HAVE READ THE CITY OF AUSTIN CODE SECTION 14-9-1 THROUGH 14-9-23, AND I UNDERSTAND ALL CONDITIONS OF THIS APPLICATION AS SET FORTH HEREIN AND THE CITY CODE.

Kimberly Pluth, government relations coordinator  
PRINT NAME AND TITLE

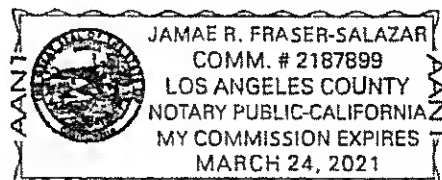
[Signature]  
SIGNATURE OF APPLICANT  
(MUST SIGN IN THE PRESENCE OF NOTARY)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

THE PERSON KNOWN TO ME TO BE THE ABOVE SIGNED APPLICANT IS DULY SWORN BY ME AND STATES UNDER OATH THAT HE/SHE HAS READ THIS APPLICATION AND THAT ALL FACTS THEREIN SET FORTH ARE TRUE AND CORRECT.

SWORN TO ME ON THIS, THE 14<sup>th</sup> DAY OF MAY, 2018

Jamie R. Fraser-Salazar  
STATE OF ~~TEXAS~~, TRAVIS COUNTY NOTARY PUBLIC SIGNATURE  
CALIFORNIA, LOS ANGELES









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Woodruff-Sawyer & Co.  
50 California Street, Floor 12  
San Francisco CA 94111

CONTACT  
NAME:  
PHONE  
[A/C No. Ext.]: 415-391-2141 FAX [A/C No.]: 415-989-9923  
E-MAIL:  
ADDRESS:

INSURED  
Bird Rides, Inc.  
520 Broadway  
Santa Monica CA 90401

BIRDRI01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance Company	23620
INSURER B: Atlantic Specialty Insurance Company	27154
INSURER C: Great American E & S Insurance Company	37532
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 1693042601

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,600,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5/10/2018	5/10/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			3/3/2018	3/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Austin, is included as an Additional Insured with respects to General and Auto Liability. A Waiver of Subrogation applies in favor of General liability per attached forms. A Waiver of Subrogation applies in favor of Auto Liability. A 30 day notice of Cancellation applies.

## CERTIFICATE HOLDER

City of Austin,  
ATTN: Mobility Services  
P.O. Box 1088  
Austin, TX 78767

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Yann M. Smith*

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POLICY NUMBER: [REDACTED]

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## 6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180<sup>th</sup> day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

## 7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under Exclusions of **SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
  2. Two-way mobile radio or telephone;
  3. Scanning monitor receiver; or
  4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

## 8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

## 9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a. their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

#### **16. LEASE GAP COVERAGE**

Under paragraph C. Limit of Insurance – of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

#### **17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Under SECTION II – LIABILITY COVERAGE, the Coverage Extension for Supplementary Payments is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

#### **18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

- a. The **Who Is An Insured** provision under SECTION II – LIABILITY COVERAGE is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision 18. does not apply to any organization:
  - 1. That is a joint venture or partnership;
  - 2. That is an "insured" under any other policy;
  - 3. That has exhausted its Limit of Insurance under any other policy; or
  - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision 18. does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

#### **19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE**

Under SECTION III – PHYSICAL DAMAGE Coverage Extensions, the limit for Transportation Expenses is amended to \$75 per day and the maximum is amended to \$2,250.

#### **20. RENTAL REIMBURSEMENT**

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS:	
<b>INSURED</b> Bird Rides, Inc. 520 Broadway Santa Monica CA 90401		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>BIRD RID-01</b>		<b>INSURER A:</b> Burlington Insurance Company <b>INSURER B:</b> Atlantic Specialty Insurance Company <b>INSURER C:</b> Great American E & S Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 23620 27154 37532	

**COVERAGES** **CERTIFICATE NUMBER:** 928303241 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (En occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	<b>UTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5/10/2018	5/10/2019	COMBINED SINGLE LIMIT (En accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			3/8/2018	3/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Austin, is included as an Additional Insured with respects to General and Auto Liability. A Waiver of Subrogation applies in favor of General liability per attached forms. A Waiver of Subrogation applies in favor of Auto Liability per endorsement to follow. A 30 day notice of Cancellation applies in favor of the City of Austin per endorsement to follow.

<b>CERTIFICATE HOLDER</b>  City of Austin, ATTN: Mobility Services P.O. Box 1088 Austin, TX 78767	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that requires you in accordance with their statutes or regulations to add such state or political subdivision as an additional insured on your policy provided such written permit is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: [REDACTED]

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## @VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

#### 1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

#### 2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

#### 3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

#### 4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph A. **LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

#### 5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

## 6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180<sup>th</sup> day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

## 7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
  2. Two-way mobile radio or telephone;
  3. Scanning monitor receiver; or
  4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

## 8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

## 9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a, their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

**10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and

- b. Send us documents concerning a claim or "suit",

apply only when such "accident", claim, "suit" or "loss" is known to:

- a. You, if you are an individual;  
b. A partner, if you are a partnership;  
c. An executive officer of the corporation or insurance manager, if you are a corporation; or  
d. A manager, if you are a limited liability company.

**11. EMPLOYEES AS INSURED**

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

**12. EMPLOYEE HIRED AUTOS**

The following is added to the **Who Is An Insured Provision**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph 5.b. of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and  
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

**13. FELLOW EMPLOYEE EXCLUSION**

The **Fellow Employee exclusion** under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

**14. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under paragraph D. – **Deductible** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss, or Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

#### **16. LEASE GAP COVERAGE**

Under paragraph C. Limit of Insurance – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

#### **17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for Supplementary Payments is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

#### **18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision **18.** does not apply to any organization:
  - 1. That is a joint venture or partnership;
  - 2. That is an "insured" under any other policy;
  - 3. That has exhausted its Limit of Insurance under any other policy; or
  - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

#### **19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE**

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for Transportation Expenses is amended to \$75 per day and the maximum is amended to \$2,250.

#### **20. RENTAL REIMBURSEMENT**

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

#### **21. TOWING – COVERED AUTOS**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.



**General Lines Agency**

Life, Accident, Health and HMO, Property and Casualty

**WOODRUFF-SAWYER & CO**

50 CALIFORNIA STREET 12TH FLOOR  
SAN FRANCISCO, CA 94111-4646

**is authorized to transact business as described above**

License No: 14916

Issue Date: 09-25-2002

Expiration Date: 05-25-2019

Generated by Sircon 168155510

**TEXAS**

DEPARTMENT OF INSURANCE  
THIS IS TO CERTIFY THAT



**WOODRUFF-SAWYER & CO**  
50 CALIFORNIA STREET 12TH FLOOR, SAN FRANCISCO,  
CA 94111-4646

LICENSE NUMBER. 14916

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS  
IN ACCORDANCE TO THE LICENSE DESCRIPTION  
SHOWN BELOW:

**General Lines Agency**

Life, Accident, Health and HMO,  
Property and Casualty

Issue Date: 09-25-2002

Expiration Date: 05-25-2019

Generated by Sircon: 168155510



Bird is a shared-use mobility provider offering an affordable and sustainable first-mile-last-mile solution. We operate a fleet of environmentally-friendly shared scooters.



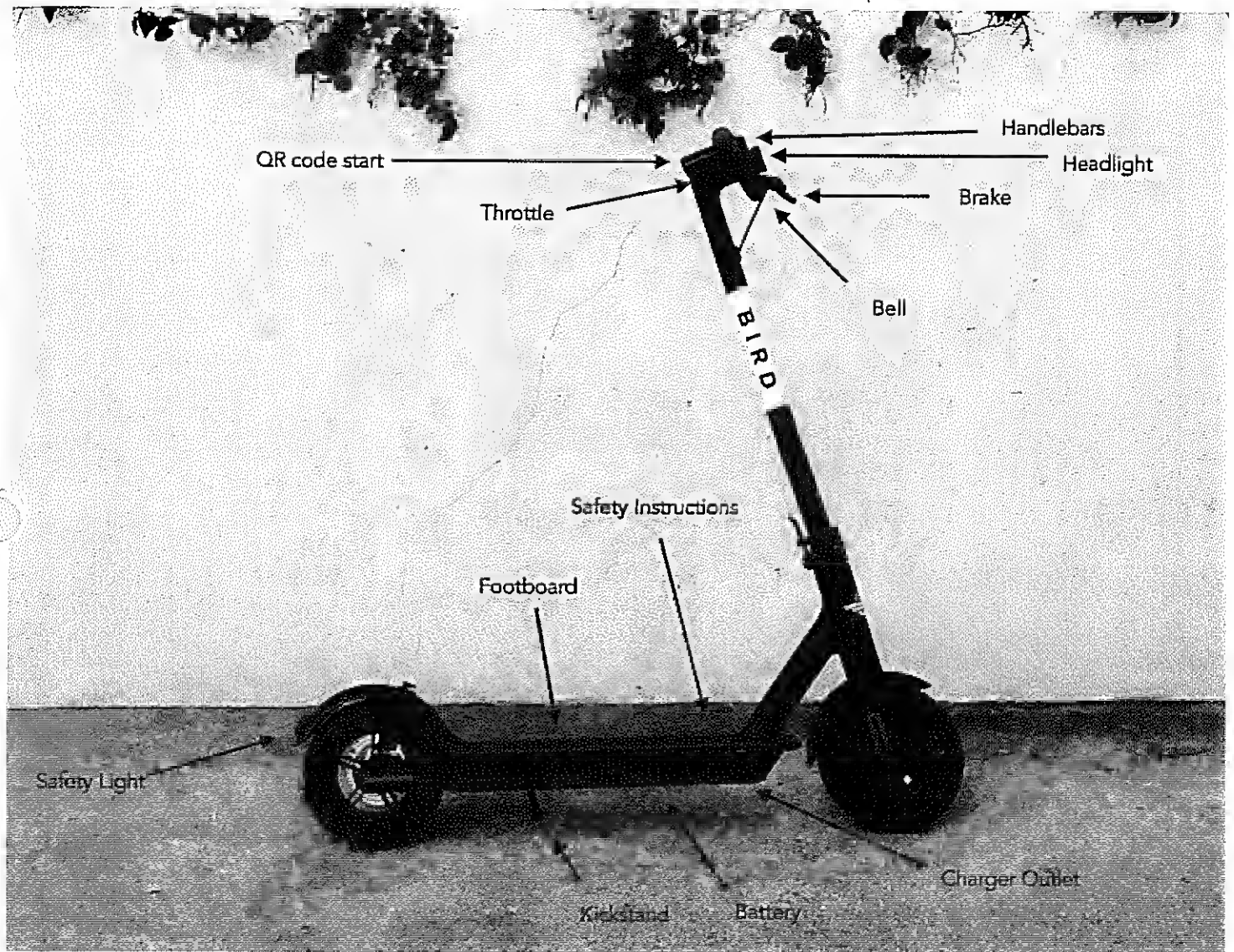
Riders wishing to start their Bird ride, open the application on their smartphone and make sure their map is centered around their location. Once a rider has located a Bird, riders hit the "Ride" button on the map screen.

Each vehicle is outfitted with its own unique code and QR square. Riders scan the code with their phone to activate the bird. Riders are then taken through a step-by-step process. (please see page 3)

To initiate a ride, it costs \$1. As the ride continues, users are charged \$0.15 a minute. We are able to communicate with our users through multiple channels, including via phone, email, and in-app messages.



Our vehicle is completely electric and provides a comfortable yet efficient ride.

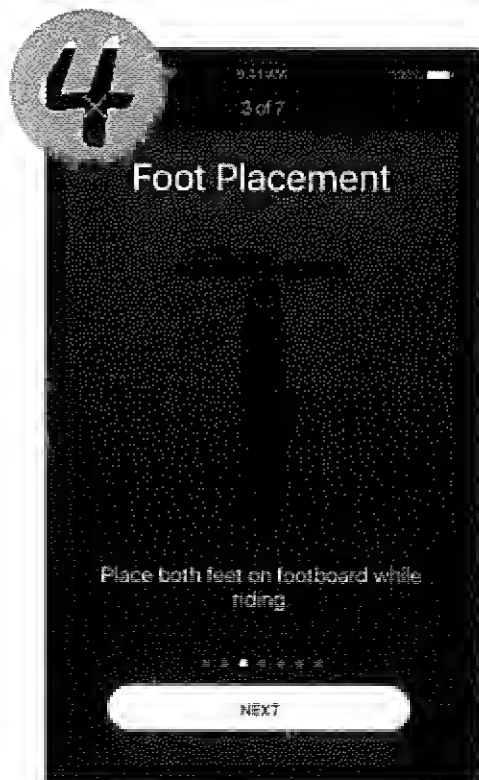
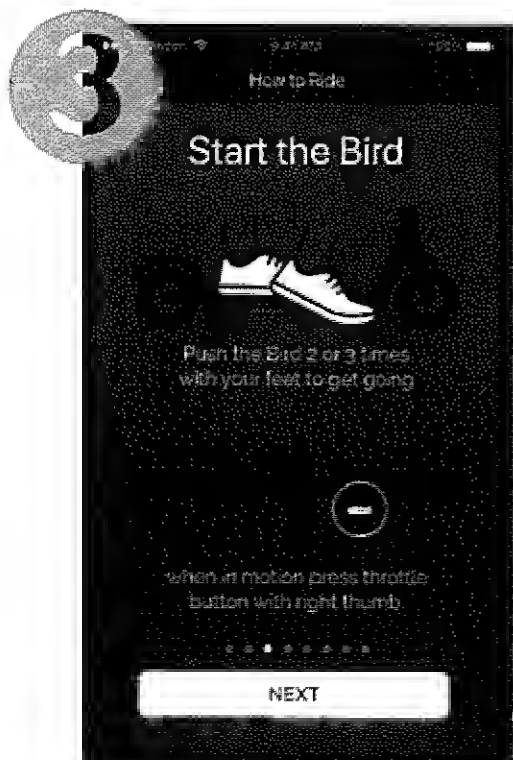
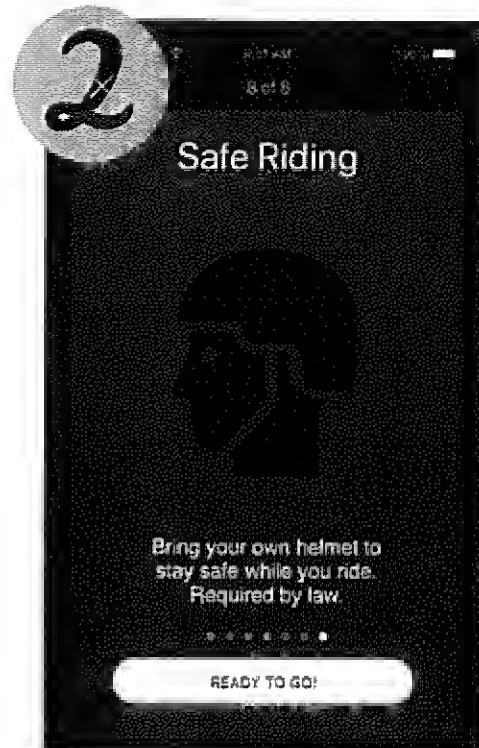
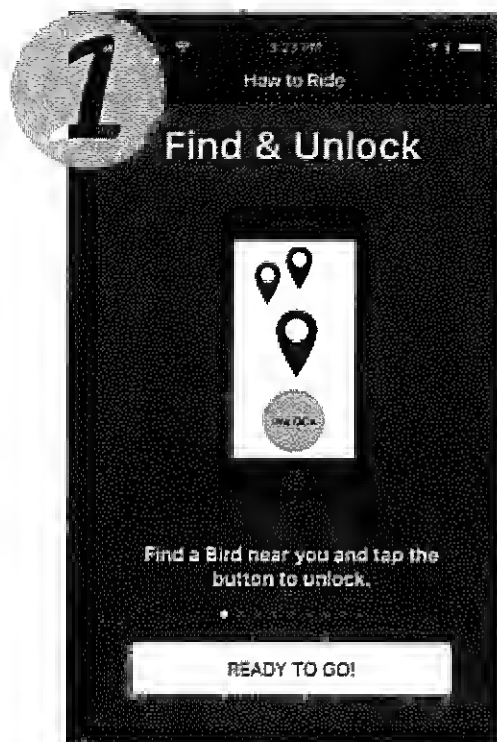


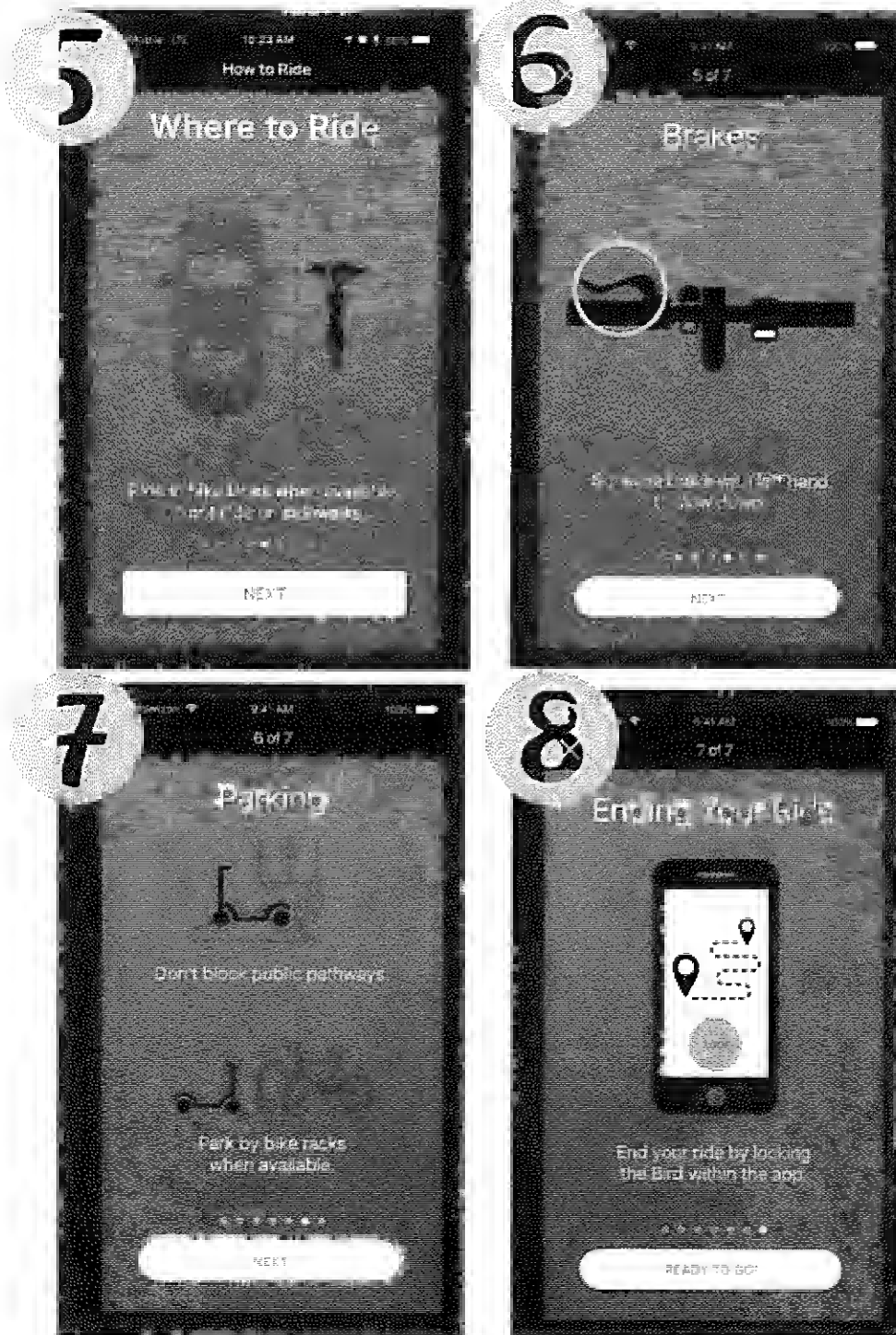






## Mobile Application

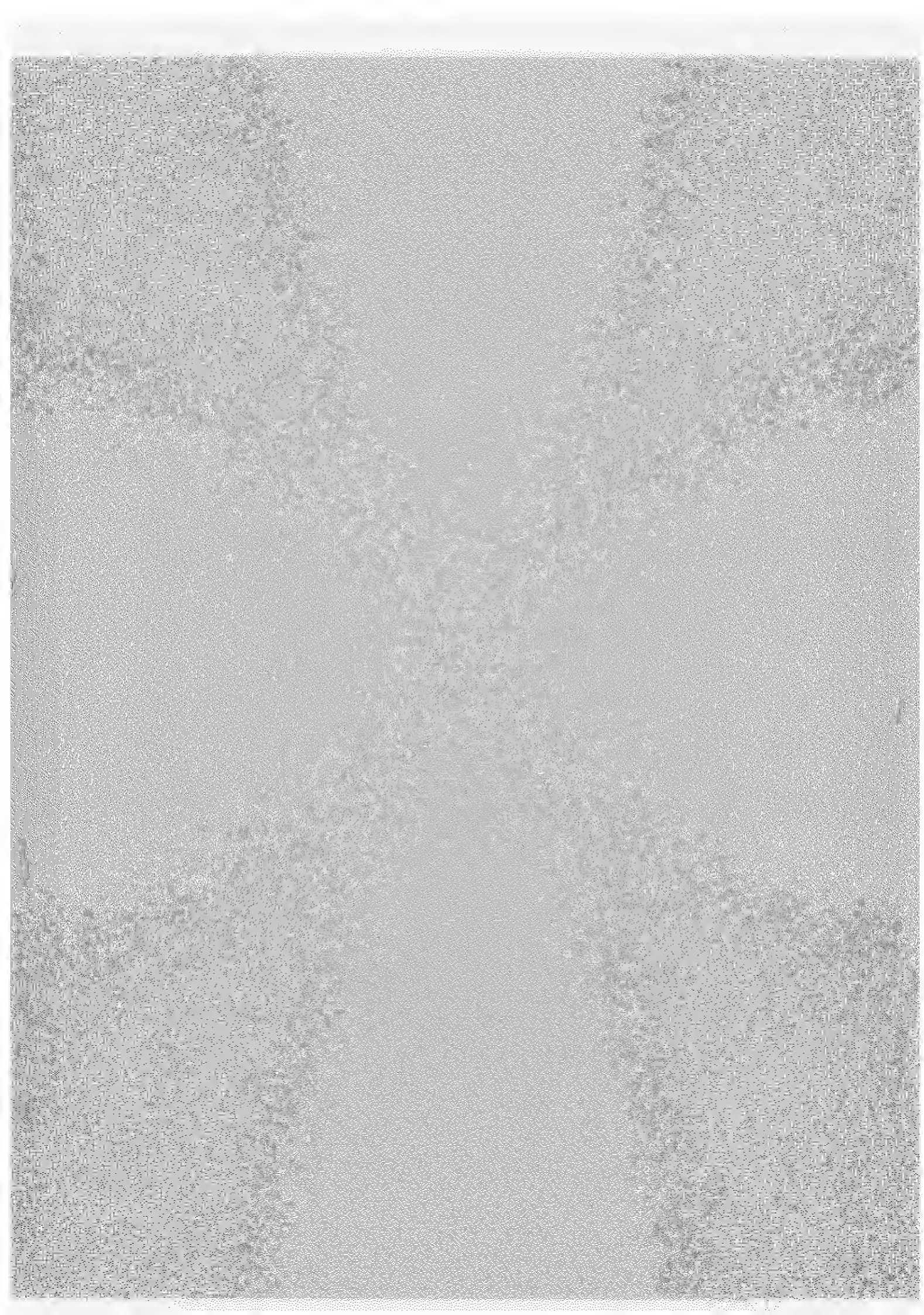








Unit inspection to be performed by City of Austin. Please contact Nate Walker  
to schedule a time for the inspection at 512-680-8438 or  
[REDACTED]





## Customer Support

Our customer support can be reached 24 hour a day via email and phone. We are also proud of our in-app text function. A customer support employee will correspond via text to help with anything a customer may need.



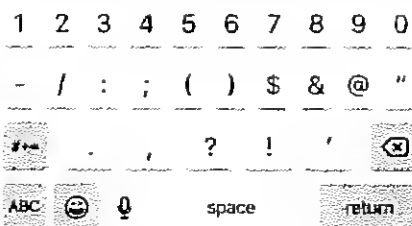
Hey, my account is not working  
Can you help?



Hey! What seems to be the problem?



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### **Austin Safety Response Plan:**

Safety is Bird's top priority. We educate our riders through multiple channels, including in the app itself and in person through community events, on how to park and ride Birds with the utmost attention to their own safety and the safety of others.

Through our app, on the website, and on the footboards of each Bird, riders are informed that they must be 18 years old or older, wear a helmet at all times while riding, and have a valid driver license. New users are required to input their driver license into the app before they are allowed to ride. We also ship a complimentary helmet to any rider upon request.

Users also have the ability to report any damage to the vehicle that occurs during their ride. Their report will immediately take the bird out of service, and our team will respond to make the appropriate repairs.

Birds are removed from the streets every night to be checked for maintenance, charged, and redistributed the next morning at predetermined locations we call "Nests". Our partners are educated to perform these tasks in a safe, professional, and workmanlike manner in compliance with all applicable laws.

Our commitment to daily pick up of Birds from the streets is one of the three pillars outlined in our Save Our Sidewalks pledge. Additionally, as part of this pledge, we offer to remit \$1 per vehicle per day to cities for more bike lanes, to promote safe riding, and to maintain our shared infrastructure.



## **Maintenance, Cleaning, Repair, and Waste Management**

### ***Maintenance and Repair Plan***

Bird uses contractor workers to repair and maintain the quality of our scooters. Each night, contractors pick up Bird scooters for overnight storage, charging, and maintenance. After every ride, a user grades the quality of the ride on a scale of 1-5 stars, as well as indicate the reason for the rating. Birds that are marked 3 stars or less with the indicating reason related to the Bird's functionality is deemed "damaged." At this point, a contractor is sent to the scooter and perform repairs, whether a minor maintenance (tighten bolts) or more involved repair (tire replacement). All repairs that can be performed on-site are performed at the scooter's location. Anything that can not be repaired on site are taken back to contractors home to be repaired. For all scooters that are unable to be repaired by a contractor, the scooter is dropped off at a Bird location in the city to remain there until they are shipped back to our warehouse in California for further diagnosis.

### ***Waste Management Plan***

Use of Birds creates no waste or pollution. In every market, Bird contracts an individual to monitor the quality of the Fleet process. Whenever a Bird is damaged beyond repair or needs to be disposed of, the contractor separates the scooter to be shipped back to California for further diagnosis. During the diagnosis, if the scooter is deemed unrepairable, the scooter is salvaged for parts to repair other scooters. All remnants of the scooter are then properly disposed of from the warehouse in California.

### ***Cleaning Plan***

When chargers take in the Birds each night, they give the vehicles a close look. Excessive dirt or mess is cleaned before the Birds are returned to their Nests in the morning. We guarantee that every vehicle is picked up each night. With this guarantee comes the promise of maintenance and cleaning.



## Marketing and Outreach Plan

Bird is very excited to join Austin in its quest to be the most environmentally innovative City in America. To aid in the mission, Bird has three parts of its marketing strategy.

### *Helmet Giveaways, Community Events, & Outreach*

Bird has organized dozens of successful giveaways in conjunction with our free helmet pledge on our app. We estimate, more than 25,000 helmets have been mailed or given away to people across the country and abroad. Our commitment to safety is at the top of our list. We make it a priority to teach our riders about proper safety gear and when to wear it. Bird is also a proud participant in many community and university based events. We believe it is important to be a part of the communities we serve. We like to make ourselves available to the community and give people a chance to meet us, ask us questions, and see a demonstration or just get to know the product and learn about our mission to solve last-mile transportation.







### *The Bird Safety Team*

The Bird Safety Team is responsible for representing Bird outside of corporate headquarters. The Safety Team engages with the local communities and riders by voicing safe rider practices. Street Team members are expected to have a positive outgoing attitude as well as a diligent and detail oriented work ethic. Street Team members are responsible for removing Birds out of the public right of way and making adjustments to their location by placing them in safer areas.

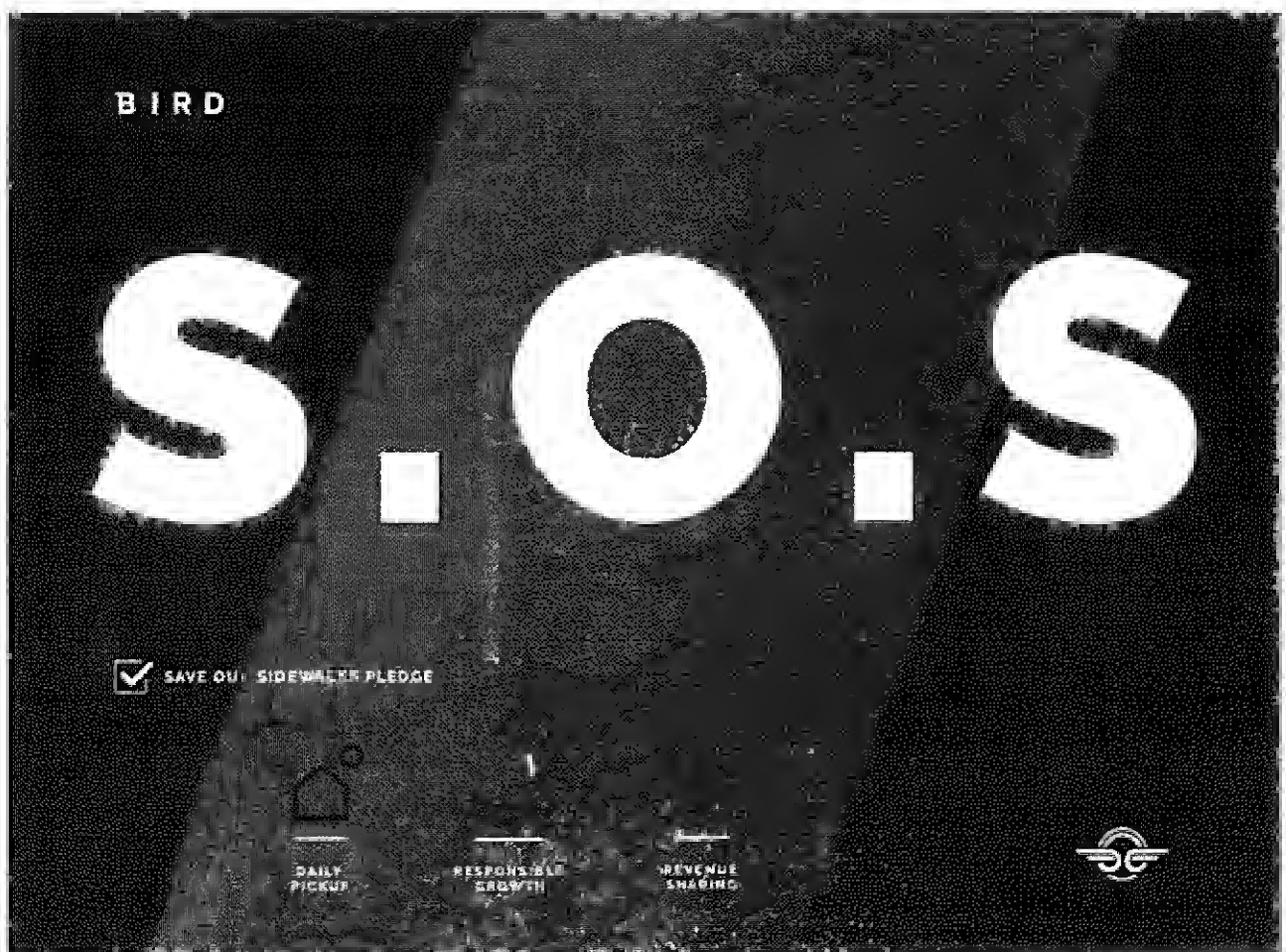
Key task performed by the Safety Street Team:

- Represent Bird with an enthusiastic, outgoing and positive attitude
- Meet with riders by intersections to inform them of safe riding practices
- Offer safety advice to riders by encouraging them to wear a helmet
- Show riders in the app where they can find information on riding safely





## Save Our Sidewalks Pledge





## BIRD

### SAVE OUR SIDEWALKS PLEDGE

To  
Toby Sun, CEO of LimeBike  
Dai Wei, CEO of Ofo  
Davis Wang, CEO of Mobike  
Ryan Rzepecki, CEO of Jump

Dear Colleagues,

We're witnessing the biggest revolution in transportation since the dawn of the Jet Age. From car ride-sharing to bike-sharing to autonomous and electric vehicles of all kinds, an explosion of innovation stands to transform the cities in which we live, improve the environment, and help us get from point A to point B.

The sharing of bikes, e-bikes, e-scooters, and other short-range electric vehicles to solve the "last-mile" problem is an important part of this transformation. We have an unprecedented opportunity to reduce car trips – especially the roughly 40 percent of trips under two miles – thereby reducing traffic, congestion, and greenhouse gas emissions.

Yet, we have all seen the results of out-of-control deployment in China – huge piles of abandoned and broken bicycles, over-running sidewalks, turning parks into junkyards, and creating a new form of pollution – and new problems for cities.

We cannot let this happen to our cities here in the US.



I am sending an S.O.S. to all companies in the scooter- and bike-sharing space to Save Our Sidewalks. I am urging you to join Bird in taking the "Save Our Sidewalks Pledge."

The S.O.S. Pledge has three pillars



#### DAILY PICKUP

We will operate a program designed to retrieve all of our vehicles from city streets every night. We will inspect vehicles for maintenance and repairs. Most importantly, the entire fleet will be repositioned to where the vehicles are wanted the next day, so they are not cluttering our neighborhoods.



#### RESPONSIBLE GROWTH

We will not increase the number of vehicles in a city unless they are being used on average at least three-times per vehicle per day (weather permitting). We will remove unutilized vehicles. We will share our utilization data with cities so they can verify this fact.



#### REVENUE SHARING

We offer to remit \$1 per vehicle per day to city governments so they can use this money to build more bike lanes, promote safe riding, and maintain our shared infrastructure.

Although we are competitors, we all share a passion for the transformation we're bringing to American cities. As an industry, we need to lead not only on technology, but also on social responsibility and cooperation with city governments. We hope that all of you will support this policy proposal as we work with cities to reduce traffic and carbon emissions - and thrive.

Sincerely,

Travis VanderZanden  
CEO & Founder, Bird







May 15, 2018

Bird is committed to data sharing with all cities in which it operates. As part of that commitment we have created a way for each city to view their data. Please see the link below. Currently, there isn't any data to show.

We look forward to our partnership with the City of Austin.

Link: <https://gbfs.bird.co/austin>









## Rental Agreement

Bird Vehicle Share Rental Agreement, Waiver of Liability and Release

*Effective Date: August 1, 2017.*

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Services (defined below) provided by Bird Rides, Inc. d/b/a Bird ("Bird"), operator of Bird Vehicle Share, Bird requires that You ("Rider", "You", or "Your") agree to all terms and conditions in this Vehicle Rental Agreement, Waiver of Liability, and Release ("Agreement"), as applicable. The "Services" provided by Bird are composed of several elements, including (1) Bird Vehicle Share Vehicle parking locations ("Locations"), (2) Bird Vehicles ("Vehicle" or "Vehicles"), (3) discretionary charging of the Vehicle by Rider per term 1.15 below, and (4) all other related equipment, personnel, services and information provided or made available by Bird.

You should CAREFULLY READ all terms and conditions before entering into this Agreement, but here is a partial list of some of the terms that Bird wants to bring to your initial attention in the event you are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

- The Vehicle must be locked at the conclusion of the ride. If the Vehicle is not locked, the trip will continue and you will continue to be charged. The max charge for a single trip is \$100 for 24 hours. For more details, please refer to the term 2.3 below.



- Upon conclusion of your ride, the Vehicle must be parked at a lawful parking spot, i.e. the Vehicle cannot be parked on private property or in a locked area or in any other non-public space.
- All applicable laws (including, without limitation, those applicable to traffic, pedestrians, parking, charging and electric scooters) must be obeyed, including any helmet laws in your area.
- You must promptly report any damaged or malfunctioning Vehicles to Bird via the App or via e-mail.

Bird expressly agrees to let, and the Rider expressly agrees to take on, rental of the Vehicle subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars.

## 1. GENERAL RENTAL AND USE OF VEHICLE.

1.1 Rider is Sole User. Bird and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Vehicle from the Location, the Vehicle must be used only by You. You must not allow others to use a Vehicle that You have activated from the Location.

1.2 Rider is At Least 18 Years Old. Rider represents and certifies that Rider is at least 18 years old.

1.3 Rider is a Competent Vehicle Operator. Rider represents and certifies that he/she is familiar with the operation of the Vehicle, and is reasonably competent and physically fit



to ride the Vehicle. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Vehicle is the Exclusive Property of Bird. Rider agrees that the Vehicle and any Bird equipment attached thereto, at all times, remain the exclusive property of Bird. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other Bird equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other Bird equipment for any advertising or similar commercial purpose.

1.5 Vehicle Operating Hours and Vehicle Availability. Rider agrees and acknowledges that the Vehicles are not available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed.

1.6 Vehicle May be Used and/or Operated only in Metropolitan Areas. Rider agrees to only use, operate and/or ride the Vehicle in metropolitan areas.

1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle. Rider agrees to follow all laws pertaining to the use, riding, parking, charging and/or operation of the



Vehicle, including all state and local laws and the rules and regulations pertaining to Vehicles in the area where You are operating the Vehicle, including any helmet laws.

#### 1.8 Prohibited Acts. Rider agrees to the following:

- You must not ride a Vehicle while carrying any briefcase, backpack, bag, or other item if it impedes Your ability to operate safely the Vehicle.
- While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from safely operating the Vehicle.
- You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to safely operate a Vehicle.
- You must not carry a second person or child on a Vehicle.
- You may only use locking mechanisms provided by Bird. You may not add another lock to the Vehicle or to lock a Vehicle to anything.
- The Vehicle must be parked at a lawful parking spot, i.e. the Vehicle cannot be parked on private property or in a locked area or in any other non-public space.
- The Vehicle must be parked in a space that is visible.

1.9 Vehicle is Intended for Only Limited Types of Use. Rider agrees that he/she will not use the Vehicle for racing, mountain Vehicle riding, stunt or trick riding. Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation.



1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Vehicle (200 pounds).

1.11 No Tampering. You must not tamper with, attempt to gain unauthorized access using, or otherwise use The Bird System or other Bird equipment other than for purposes of using a Vehicle pursuant to this Agreement.

1.12 Reporting of Damage or Crashes. Rider must report any accident, crash, damage, personal injury, stolen or lost Vehicle, to Bird as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.

1.13 Rider Responsibility for Vehicle Use and Damage. Rider agrees to return the Vehicle to Bird in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.

1.14 Electric Vehicle. The Vehicle is an electric vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of Vehicle being an electric vehicle and all of the limitations and



requirements associated therewith. Rider understands and agrees with each of the following:

- The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).
- The level of charging power in the Vehicle at the time Rider initiates the rental or operation of Vehicle is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions and other factors.
- It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.
- The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed.
- The Vehicle may run out of charging power and cease to operate at any time during Rider's rental of the Vehicle, including before reaching Rider's desired destination.

1.15 Charging of Vehicle. If the Vehicle runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement. Alternatively, in Rider's sole discretion, Rider may charge the Vehicle by plugging its charging cord into an outlet that may be lawfully used for such purpose. Rider agrees to follow all laws and rules pertaining to the charging of the Vehicle, including all state and local laws and all public and private rules and regulations pertaining to the area and to the property where Rider is charging the Vehicle. Rider agrees that he/she is responsible for all costs, charges, fees, expenses, penalties and fines associated with the charging of the Vehicle, and that Bird will not reimburse Rider for such. Rider agrees that he/she is responsible



and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to charging of the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Bird and all other Released Persons (as defined below in Section 3.1) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

## 2 PAYMENT AND FEES.

**2.1 Fees.** Rider may use the Vehicle on a pay per ride basis or as otherwise in accordance with the pricing described in the app. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Bird. Bird will charge the Rider's credit, debit card or other agreed payment methods the amount of the fees as described in this Agreement.

**2.2 Promo Codes.** Promo codes (discounts) are one-time offers and can only be redeemed via Bird App. Bird reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

**2.3 Maximum Rental Time and Charges.** Maximum rental time is 24 hours. Rider agrees that Rider will deactivate the Vehicle rental within 24 hours of time that rental of the



Vehicle began. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely locking the Vehicle. The maximum day charge is \$100 and is based on a calendar day. After return of the Vehicle, the rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. Vehicles not returned (locked and a ride concluded) within 48 hours will be considered lost or stolen, and Rider may be charged up to \$500 and a police report may be filed. Bird may also charge a service fee of \$25 for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

**2.4 Valid Credit Card or Debit Card.** Rider must input a valid credit or debit card number and expiration date before Rider will be registered to use the Service. Rider represents and warrants to Bird that Rider is authorized to use any cards Rider furnishes to Bird. Rider authorizes Bird to charge the card for all fees incurred by Rider. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Bird. If Rider disputes any charge on credit or debit card account, then Rider must contact Bird within 10 business days from the end of the month with the disputed charge, provide to Bird all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. Rider agrees to immediately inform Bird of all changes relating to the card.

**2.6 Pick Up Fees.** If You are unable to return a Vehicle to a valid area (i.e. You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by Bird staff, Bird, at its sole discretion, may choose to charge You a pick-up fee up to \$120. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all Trip Fees until the





Vehicle is recovered and deactivated, plus a service charge (currently \$120.00) to recover the Vehicle. Fees are subject to change.

### 3 RELEASES; DISCLAIMERS; LIMITATION OF LIABILITY; ASSUMPTION OF RISK.

3.1 Releases. "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Vehicles, equipment or related information, or (b) Rider's use of any of the foregoing. "Released Persons" means, collectively Bird and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Services and all of the sponsor's owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns. In exchange for Rider being allowed to use any of the Services, Vehicles, and other equipment or related information provided by Bird, Rider (acting for Rider and for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) (collectively, the "Releasing Parties" and each a "Releasing Party") do hereby fully and forever release and discharge all Released Persons for all Claims that Rider ever had, now has, or may claim to have against any Released Person. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.



Rider expressly agrees to indemnify, release and hold harmless Released Persons from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of Bird and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Vehicle.

Releasing Party hereby acknowledges that he/she has been advised by legal counsel, is familiar with and fully understands the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Claims known or unknown, suspected or unsuspected, heretofore arising from the subject of this Section 3, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

### 3.2 Disclaimers.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, BIRD VEHICLES, OR RELATED EQUIPMENT IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, BIRD VEHICLES, OR RELATED EQUIPMENT, BIRD AND ALL



OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ALL OF THE SERVICES, BIRD VEHICLES, AND RELATED EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK).

BIRD AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, BIRD VEHICLES, OR RELATED EQUIPMENT WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES, BIRD VEHICLES, OR RELATED EQUIPMENT.

### 3.3 Limited Liability.

RIDER DOES HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, BIRD AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) RIDER'S USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, VEHICLES, OR RELATED INFORMATION, (C) RIDER'S BREACH OF THIS AGREEMENT OR RIDER'S VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY RIDER, (E) RIDER'S FAILURE TO WEAR A VEHICLE HELMET WHILE USING A VEHICLE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY.

RIDER DOES HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE),



STATUTORY, OR OTHER GROUNDS, EVEN IF BIRD OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

THE TOTAL LIABILITY OF BIRD AND ALL OTHER RELEASED PERSONS FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO RIDER, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO RIDER, AND RIDER MIGHT HAVE ADDITIONAL RIGHTS.

**3.4 Assumption of Risk by Rider.** Rider is solely and fully responsible for the safe operation of the Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained, and that such malfunction may cause injury. Rider agrees that riding a Vehicle and the Services involve many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to Rider or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Rider agrees that such risks, dangers, and hazards are Rider's sole responsibility, including, but not limited to, choosing whether to wear a Vehicle helmet as required by law or utilize other protective gear. Rider agrees that if Rider's use of any of the Services causes any injury or damage to another person or property, then Rider may be liable for all resulting injuries, damages, and related costs. By choosing to ride a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Bird and all other Released Persons are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself.



3.5 Indemnification. You will indemnify and hold the Released Persons harmless from all losses, suits, claims or other proceedings arising out of or relating to Your use of Vehicles and any breach of the terms of this Agreement; provided, however, that Released Persons must notify You as soon as practicable after the date notice of such loss, suit, claim or other proceeding is served on Released Persons directly (as opposed to service on a statutory agent for service of process) or otherwise brought to the attention of Released Persons.

#### 4 Additional Terms of Use.

4.1 Safety Check. Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iv) good condition of the frame; (v) sufficient battery charge power; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Bird of any problems.

4.2 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) Vehicle is not returned within 24 consecutive hours, (b) Vehicle's GPS unit is disabled, (c) Vehicle is parked on private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) Vehicle moves more than thirty feet after a rental has ended and Bird believes such movement was not caused by another Rider or authorized third party, or (d) other facts and circumstances that suggest to Bird in its reasonable, good faith determination that a Vehicle has been lost or stolen. Bird and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle



unless facts and circumstances suggest otherwise to Bird in its reasonable, good faith determination. If Bird deems a Vehicle lost or stolen, Bird shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. The data generated by the Service's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider must report Vehicle disappearance or theft to Bird immediately or as soon as possible.

**4.3 Helmets; Safety.** Bird recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. Rider agrees that none of Bird and its Released Parties are liable for any injury suffered by Rider while using the Service, whether or not Rider is wearing a helmet at the time of injury. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

**4.4 Vehicle Routes.** Rider agrees that Bird does not provide or maintain places to ride Vehicles, and that Bird does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, Vehicle lanes, and Vehicle routes may become dangerous due to weather, traffic, or other hazards.

**4.5 Limitations on Vehicle Rental.** Rider agrees that Bird is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Bird provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a



Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

4.6 Limitations on Availability of Service. Bird makes every effort to provide the Service 365 days per year, but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent Bird from providing the Service. Access to the Service is also conditioned on the availability of Vehicles. Bird does not represent or warrant the availability of any Service or the availability of any Vehicle at any time. Rider agrees that Bird may require Rider to return a Vehicle at any time.

## 5 Term and Termination.

5.1 Term. The term of this Agreement begins when Rider first uses the Service, and the term ends 10 years after Rider's last use of the Service; provided, however, that Rider's personal financial responsibility under this Agreement expires one year after the Rider's last use of the Service.

5.2 Termination by Bird. At any time and from time to time, and without Rider's consent, Bird may unilaterally terminate Rider's right to use the Service, in Bird's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Service at any time; provided, however, that (i) no refund will be provided by Bird, (ii) the term of this Agreement continues in accordance with this Agreement, (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any



termination of Rider's right to use any of the Service, regardless of how the Agreement is terminated.

6. Confidentiality of Information; Privacy Policies. All personally identifiable information that is held by Bird and pertains to Riders, including all names, addresses, phone numbers, email addresses, credit and debit card numbers, pass numbers, and card numbers will be kept by Bird in accordance with its privacy policy linked to <http://www.bird.co/privacy/>; provided, however, that (i) if there is any accident where a Rider is unable to communicate personal information to the appropriate authorities, then Bird may, in its sole discretion, provide the Rider's name, address, phone number, and other important information to such authorities, (ii) if Bird receives a subpoena from any court or other authority, then Bird will provide all requested information in accordance with applicable law, and (iii) Bird may disclose aggregate and other data about Riders in accordance with applicable law, including, without limitation, general latitude and longitude data for Rider addresses (provided this would not allow any individual's address to be separately identified). In addition, Bird may disclose individual data to a third party upon Rider's express permission and consent (e.g. enrollment in a study).

7. License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Bird and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2)





grant to Bird and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Bird may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

8 Notice. Bird may be contacted by emailing [hello@bird.co](mailto:hello@bird.co)

9 Choice of Law; Dispute Resolution. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Santa Monica, California; and (iv) the parties must submit the dispute to mandatory mediation held in the State of California. The parties agree that any dispute will be first subject to mediation. Every mediation must be completed within 6 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 6-month period, then



the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

**10 Waiver and Severability.** No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

**11 Cumulative Remedies.** All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

**12 Final Agreement; Modification by Bird.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, Bird may unilaterally amend, modify, or change this Agreement, in its sole discretion and without any notice or cause. By continuing to use any Service after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, Bird will post a notification on the Website. The pricing set forth on the Website supersedes all pricing set forth in this Agreement.



13 Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

14 Voluntary Execution of this Agreement. This Agreement is entered into voluntarily and without any duress or undue influence on the part or behalf of Bird. Rider acknowledge that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

#### RIDER ACCEPTANCE OF AGREEMENT

I certify that I am the Rider, I am 18 years old or over, and I have read and expressly agree to the terms and conditions set forth in this Agreement.



## Terms of Service

Last Changes to Terms of Service: August 1, 2017

The policies below are applicable to the website located at [www.Bird.co](http://www.Bird.co) (including any versions optimized for viewing on a wireless or tablet device) and all e-mail newsletters published or distributed by; and all other interactive features and communications provided by Bird Rides, Inc., however accessed and/or used, that are operated by us, made available by us, or produced and maintained by Bird Rides, Inc. (collectively "Bird" or "we", "us", or "our") ("Website").

BY USING OUR WEBSITE, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE WEBSITE AND EXIT IMMEDIATELY. WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS OF SERVICE FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF OUR WEBSITE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF USE WILL APPLY RETROACTIVELY. For certain of our Services offered through the Website or our mobile applications, you may also be required to execute a Bicycle Rental Agreement, Waiver of Liability and Release.

This is a legal agreement between you ("you" or "user") and Bird that states the material terms and conditions that govern your use of the Website. This agreement, together with all updates, supplements, additional terms, and all of Bird's rules and policies collectively constitute this "Agreement" between you and Bird.



BY ACCESSING THE WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE AND CONDITIONS OF USE STATED HEREIN, PLEASE DO NOT USE THIS WEBSITE.

1. **Access License.** Bird grants you a limited, revocable, non-exclusive, non-transferable license to access and make use of the Website or its content. This license does not include any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. Except as expressly permitted herein, the Website and/or any portion of the Website may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without Bird's express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you.
2. **Copyright and Ownership.** All of the content featured or displayed on the Website, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by Bird, its licensors, vendors, agents and/or its Content providers. All elements of the Website, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Website may only be used for the intended purpose for which such Website is being made available. Except as permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Website. Except as authorized under the copyright laws, you are responsible for obtaining



permission before reusing any copyrighted material that is available on the Website. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website. The Website, its Content and all related rights shall remain the exclusive property of Bird or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Website.

3. **Trademarks/No Endorsement.** All trademarks, service marks and trade names of Bird used herein (including but not limited to: Bird name, Bird corporate logo, the Website name, the Website design, and any logos) (collectively "Marks") are trademarks or registered trademarks of Bird or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Bird trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Website, without Bird's prior written consent. You shall not use Bird's name or any language, pictures or symbols which could, in Bird's judgment, imply Bird's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.
4. **Account Registration and Security.** You understand that you will need to create an account to have access to all of the parts of the Website. You will: (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration or subscription page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Bird has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bird has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof). You are entirely responsible for the security and confidentiality of your password and





account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the Website using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Website. We have the right to provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business). Please note that anyone able to provide your personally identifiable information will be able to access your account so you should take reasonable steps to protect this information.

5. Solicited Submission Policy. Where Bird has specifically invited or requested submissions or comments, Bird encourages you to submit content (e.g. comments to blog posts, participation in communities, tips, etc.) to Bird that they have created for consideration in connection with the Site ("User Submissions"). User Submissions remains the intellectual property of the individual user. By posting content on our Site, you expressly grant Bird a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and Bird shall be under



no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

6. **Inappropriate User Submissions.** Bird does not encourage, and does not seek User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your User Submission. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Bird will reject any User Submissions in which Bird believes, in its sole discretion, that any such activities have occurred. If notified by a user of a submission that allegedly violates any provision of these Terms of Use, Bird reserves the right to determine, in its sole discretion, if such a violation has occurred, and to remove any such submission from the Website at any time and without notice.
7. **Inappropriate Material.** You are prohibited from using the Website to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriates third party intellectual property or could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or "spam" on or through the Website is expressly prohibited by this Agreement. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that



you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Terms of Service, we may take any action we deem necessary to cure or prevent the violation, including without limitation, banning you from using the Website and/or the immediate removal of the related materials from the Website at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

8. Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without our express written permission. Additionally, you agree that you will not:  
(i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Website; or (iii) bypass any measures we may use to prevent or restrict access to the Website.
9. Right to Takedown Content. Except as disclosed in our Privacy Policy, we will not monitor, edit, or disclose the contents of a user's e-mail or Content posted to the Website unless required in the course of normal maintenance of the Website and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on Bird or the Website; (2) protect and defend the rights or property of Bird, the Website, or the users of the Website; or (3) act in an emergency to protect the personal safety of our users, the Website, or the public. Users shall remain solely responsible for the content of their messages and Bird shall have no obligation to prescreen any such content. However, we shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Website at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of



the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms of Service access to the Website or any part thereof.

10. **User Published Content.** User published Content and User Submissions do not represent the views of Bird or any individual associated with Bird, and we do not control this Content. In no event shall you represent or suggest, directly or indirectly, Bird's endorsement of user published Content. Bird does not vouch for the accuracy or credibility of any user published Content on our Website or User Submissions published through our Services, and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such user published Content or User Submission. Through your use of the Website and Services, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using our Website and Services, you assume all associated risks.

11. **Third Party Links.** From time to time, the Website may contain links to websites that are not owned, operated or controlled by Bird or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Website. Neither we nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other website. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from this Website, you do so entirely at your own risk.

12. **Transactional Partners.** In some cases we partner with another Bird to co-promote their services within our Website. In these cases, you are transacting



directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their terms of service are posted. When using these partner pages, you are bound by partner terms of service in addition to remaining bound by Bird Terms of Service. When there is a conflict between these Terms of Service and the partner's terms of service, their terms of service will prevail.

13. Termination. You or we may suspend or terminate your right to use of this Website at any time, for any reason or for no reason. We may also block your access to our Website in the event that (a) you breach these Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.
14. Representations and Warranties. You represent that You are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and Your use of the Website is and will be in compliance with all applicable laws. You represent that you have read, understood, agree with, and will abide by the terms of this agreement. In addition, you represent and warrant that your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Submissions, or you are otherwise legally entitled to grant Bird all of the rights granted herein; and (b) Bird's use of your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including without limitation rights of publicity and privacy, and defamation. Furthermore, You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.



15. DISCLAIMERS. YOUR USE OF THE WEBSITE IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER BIRD, NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE WEBSITE. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE MAY BE OUT OF DATE, AND NEITHER Bird, NOR ANY OF ITS AFFILIATES MAKES ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BIRD OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
16. LIMITATIONS OF LIABILITY. BIRD DOES NOT ASSUME ANY RESPONSIBILITY, OR WILL BE LIABLE, FOR ANY DAMAGES TO, OR ANY VIRUSES THAT MAY INFECT YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESS TO, USE OF, OR BROWSING THIS WEBSITE, OR YOUR DOWNLOADING OF ANY INFORMATION OR MATERIALS FROM THIS WEBSITE. IN NO EVENT WILL BIRD, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE WEBSITE, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, OR THE



MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL OF THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

IN THE EVENT OF ANY PROBLEM WITH THE WEBSITE OR ANY MATERIALS, OR INFORMATION CONTAINED ON ANY OR ALL OF THE WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE WEBSITE. IN NO EVENT SHALL BIRD'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (A) TWENTY FIVE DOLLARS (US \$25.00).

1. Indemnity. You agree to defend, indemnify and hold Bird and any affiliated entity or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (i) the use of the Website or your placement or transmission of any User Submission or other content, message or information on this Website by you or your authorized users; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any User Submission that you provide to Bird, including without limitation any claim or damages arising from a defamation or invasion of privacy claim; or (vi) any other party's access and use of the Website with your unique username, password or other appropriate security code.





2. Release. In the event that you have a dispute with one or more other users of the Website, you release Bird (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
3. Force Majeure. Neither Bird nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
4. Privacy. Data collection and use, including data collection and use of personally identifiable information is governed by Bird's Privacy Policy which is incorporated into and is a part of this Agreement.
5. General. Any claim relating to, and the use of, this Website and the materials contained herein is governed by the laws of the State of California. You consent to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California. A printed version of these Terms of Service will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.



These Terms of Service set forth the entire understanding and agreement between us with respect to the subject matter hereof. We do not guarantee continuous, uninterrupted or secure access to our Website, and operation of the Website may be interfered with by numerous factors outside of our control. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms of Service and all incorporated agreements may be automatically assigned by Bird in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. All sections which by their context ought to survive this agreement shall survive any termination or expiration of this Agreement.

1. **DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE.** In operating the Website, we may act as a "services provider" (as defined by DMCA) and offer services as online provider of materials and links to third party web sites. As a result, third party materials that we do not own or control may be transmitted, stored, accessed or otherwise made available using the Website. Bird has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Website. Bird has adopted a policy that provides for the immediate removal of any content or the suspension of any user that is found to have infringed on the rights of Bird or of a third party, or that has otherwise violated any intellectual property laws or regulations, or any of the terms and conditions of this Agreement. If you believe any material available via the Website infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA (17 U.S.C. Sect. 512(c)(2)). We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the



Content. Our designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is [legal@bird.co](mailto:legal@bird.co) and cc [hello@bird.co](mailto:hello@bird.co).

Please provide the following notice:

1. Identify the copyrighted work or other intellectual property that you claim has been infringed;
2. Identify the material on the Website that you claim is infringing, with enough detail so that we may locate it on the Website;
3. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
4. A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
5. Your address, telephone number, and email address; and
6. Your physical or electronic signature.

We may give notice to our users of any infringement notice by means of a general notice on any of our Websites, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;



2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.
5. Additional Assistance. If you do not understand any of the foregoing Terms of Service or if you have any questions or comments, we invite you to contact us at [hello@bird.co](mailto:hello@bird.co).
6. Copyright Notice. All design, graphics, text selections, arrangements, and all software are Copyright © 2017, Bird Rides, Inc. and its related companies or its licensors. ALL RIGHTS RESERVED.



## Privacy Policy

Last Changes to Privacy Policy: August 1, 2017

We are strongly committed to letting you know how we will collect and use your personal information. The policies below are applicable to data and information collected when you use the Bird Rides, Inc. network of websites, including [www.Bird.co](http://www.Bird.co) (including any versions optimized for viewing on a wireless or tablet device); all email newsletters published or distributed by Bird Rides, Inc.; all apps published by Bird Rides, Inc., including the "Bird" app; activate a Bird vehicle ("Vehicle") or use any other services made available by Bird Rides, Inc. ("Service") and all other interactive features and communications provided by Bird Rides, Inc. ("App"), however accessed and/or used, that are operated by us, made available by us, or produced and maintained by us and our related companies (collectively "Bird" or "we", "us", or "our"). We have established this privacy policy ("Privacy Policy") to let you know the kinds of personal information we may gather during your use of this App, why we gather your information, what we use your personal information for, when we might disclose your personal information, and how you can manage your personal information.

Please be advised that the practices described in this Privacy Policy apply to information gathered online through our App, through our websites and otherwise by our customer service personnel. It does not apply to information that you may submit to organizations to which we may link or who may link to us or information that we may receive about you from other organizations.



By using our App, you are accepting the practices described in our Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use the App. We reserve the right to modify or amend the terms of our Privacy Policy from time to time without notice. Your continued use of our App following the posting of changes to these terms will mean you accept those changes. If we intend to apply the modifications or amendments to this Privacy Policy retroactively or to personal information already in our possession, we will provide you with notice of the modifications or amendments.

If you have any questions about this Privacy Policy or don't see your concerns addressed here, you should contact us by email at [hello@bird.co](mailto:hello@bird.co).

## WHAT INFORMATION ABOUT ME IS COLLECTED AND STORED?

We collect two basic types of information from you in conjunction with your use of the App, personal information and non-personal information. Personal information is information that you supply to us, as described more fully below, i.e., when you use our Services, obtain a subscription, complete a survey, register on the App, upload content, participate in a community, or provide your e-mail address. Personal information is any information that can individually identify you and includes, among other things, your name, e-mail address, telephone number, postal address, credit card, billing and contact information. Non-personal information includes information that does not personally identify you, but it may include tracking and usage information about your location, demographics, use of the App and the Internet.

### Personal Information



As a general matter, you can browse the App without submitting your personal information to us. However, there are a number of circumstances in which you may supply us or our agents with your personal information. The following lists the most common ways in which we may collect your personal information.

- Registration for an account on the App
- Use of the account through the App, including rental of a Vehicle
- Payment information submitted to Bird when renting a Vehicle
- Registration for an event sponsored by Bird
- Profile information that You provide for Your user profile
- Social media information that you authorize
- Certain location data, as described below
- Uploading Content to the App
- Submitting an application to work at Bird
- Participation in surveys, contests, or sweepstakes
- Sign up to receive alerts or other information via email, text or instant message from Bird
- Request for customer service, support requests or other assistance
- App related communications, e.g. account verification; technical notification
- Participation in communities, commenting to blog entries and participation in other forums
- Submission of content or other data and information on any part of the App that permits it
- Any other place on the App where you knowingly volunteer personal information

#### Non-Personal Information





In addition, when you interact with the App, we may collect certain information that does not identify you individually and our servers may automatically keep an activity log of your use of our App ("Non-Personal Information"). Generally, we collect and store the following categories of Non-Personal Information:

- Non-identifiable demographic data such as age, gender, and five digit zip code as part of collecting personal information
- Device information about your computer, browser, mobile device, or other device that you use to access the App. This information may include IP address, geolocation information, unique device identifiers, browser type, browser language, and other transactional information.
- Analytics and usage information about your use of the App, including GPS routes, and status of GPS chips.
- Device information about the Bird Vehicle, including time stamps, battery status.
- Additional "traffic data" and log files such as time of access, date of access, software crash reports, session identification number, access times, and referring App addresses.
- Other information regarding your use of the App.

#### Collection of Your Source IP Address/Location Information

We collect and store location information about you on the App and associated with your account that you volunteer on the App or enable through the App or your device. We will collect location information regarding the location of the Bird Vehicles, the routes taken by these Vehicles, and the rental status of these Vehicles. We will not collect any location information that you do not volunteer or enable, but you must agree to provide certain location information in order to use the Service. We also collect and



store your device's source IP address which may disclose the location of your device at the time you access the App.

#### Collection of Personal Information From or Through Social Media Sites or Using Your Social Media Logon

When you interact with any Service Provider page or account on a social media platform, such as Facebook, Twitter, Google+, Tumblr, LinkedIn, YouTube, or Pinterest, we may collect the personal information that you make available to us on that page or account including your account ID or "handle." However, we will comply with the privacy policies of the corresponding social media platform and we will only collect and store such personal information that we are permitted to collect by these social media platforms. If you publish your social media profile on our Service, we may collect personal information that you make available as part of that profile.

#### Collection of Information From Other Sources

We also may collect information about you that we may receive from other sources or from our offline interactions with you to, among other things, enable us to verify, update information contained in our records and to better customize the App for you. We may also collect Personal Information from credit reporting agencies to, for example, determine your creditworthiness, credit score, and credit usage, in accordance with applicable laws.

#### Collection of Personal and Non-Personal Information Through Surveys and Promotions

From time to time We may provide You with the opportunity to participate in sweepstakes or other promotions on our Service, which might be sponsored or



conducted by a third party. If you participate, We will request certain personally information from You. Participation in these sweepstakes and promotions are completely voluntary and You therefore have a choice whether or not to disclose this personal information. The requested personal information typically includes contact information. If there is a third party sponsor involved please make sure to review that party's privacy policy.

#### Collection of Third Party Personal Information Through Tell-A-Friend Feature

We may from time to time conduct a referral service to introduce people you know to our Apps and Service. If you choose to use our referral service to tell someone about our Apps and Service or a discount on the Apps and Service, we will ask you for your contact's name and email address. We will automatically send your contact a one-time email inviting him or her to visit our App. We store this information for the purpose of sending this one-time email and tracking the success of our referral program. Your contact may contact us at [hello@bird.co](mailto:hello@bird.co) to request that we remove this information from our database.

#### Use of Cookies and Other Tracking Technologies

Like many websites and mobile applications, we use "cookies", which are small text files that are stored on your computer or equipment when you visit certain online pages that record your preferences and actions. We may also use cookies to monitor traffic, improve the App and make it easier and/or relevant for your use. Like many Apps, we use cookies, web beacons and similar technologies to record your preferences, track the use of our Apps and your exposure to our advertisements. We may also use these technologies to monitor traffic, improve the Apps and make it easier and/or relevant for



your use. If you delete your cookies or if you set your browser or device to decline these technologies, some features of the App may not work or may not work as designed.

We use both "session" cookies and "persistent" cookies. We do not use flash cookies, web storage, web beacons or other technology that tracks your browsing history across multiple Apps.

We use cookies for the other purposes set out below:

- We use cookies to remind us who you are and to find your account information in our database when you access a Service so you do not need to log in at every visit. This helps us to provide you with service tailored to your specific needs and interests. A cookie is created when you register for a Service
- We use cookies to determine the browser the visitor uses so the Apps can be designed to work properly with the most common versions of different browsers
- We use cookies in conjunction with sending you e-mail newsletters
- Advertisers that place ads on the App may use cookies
- We use cookies in conjunction with analysis of your use of our App and generate analytics regarding our App
- We use cookies to estimate our audience size. Your browser is given a unique cookie that helps us determine whether yours is a repeat visit or a first visit

We also use Google Analytics, a web analytics service provided by Google, Inc. ("Google"), on our Apps. Google Analytics uses cookies or other tracking technologies to help us analyze how users interact with and use the Apps, compile reports on the Apps' activity, and provide other services related to Apps activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring App. The Apps do not use Google Analytics to gather information that personally identifies you. The information generated by Google Analytics will be transmitted to and stored by Google and will be



subject to Google's privacy policies. To learn more about Google's partner services and to learn how to opt out of tracking of analytics by Google click [here](#).

We may partner with third party advertising companies to better provide advertisements about our goods and services that may be of interest to you. These third party advertisers may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use the Apps. They may collect information about your online activities over time and across different Apps and other online services. They may use this information to provide you with interest-based advertising or other targeted content. These online advertising partners do not have access to or use your name, address, e-mail address, telephone number or other personally identifiable information from us, without your consent. They may, however, use persistent identifiers to anonymously track your Internet usage across other Apps in their networks beyond these Apps. While we restrict their further use of such information, such third parties may, with sufficient data from other sources, be able to personally identify you, unknown to us.

Third-party ad serving companies and other unaffiliated advertisers also display advertisements on our Apps. As part of their service, they may place a separate cookie on your computer or utilize other data collection and tracking technologies, to collect information such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server, and whether you responded to a particular advertisement. For a listing of the third party companies we may allow to place cookies to serve ads on the Apps, click [here](#). We do not control these third parties' tracking technologies, how they may be used, or the information they may collect and we are not responsible for the privacy policies or the content of those third parties. Please visit the sites of those businesses at the links above to review their privacy policies. We may add or change the list of third party ad servers from time to



time and we encourage you to check this section for changes. You can learn more about online advertising at [www.aboutads.info/consumers](http://www.aboutads.info/consumers).

Many of the third party advertisers that place tracking tools on our Apps are members of programs that offer you additional choices regarding the collection and use of your information. You can learn more about the options available to limit these third parties' collection and use of your information by visiting the Apps for the Network Advertising Initiative and the Digital Advertising Alliance, as well as the webpages for Facebook's ad preferences tool and privacy policy.

Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings. For more information about how to change these settings for Apple, Android or Windows devices, see:

Apple: <http://support.apple.com/kb/HT4228>

Android: <http://www.google.com/policies/technologies/ads/>

Windows: <http://choice.microsoft.com/en-US/opt-out>

Please note that opting-out of advertising networks services does not mean that you will not receive advertising while using our Apps or on other Apps, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs. It will, however, exclude you from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms.

Your browser or device may include "Do Not Track" functionality. Because a "Do Not Track" compliance protocol has not yet been finalized, Bird's information collection and disclosure practices, and the choices that we provide to customers, will continue to operate as described in this privacy policy, whether or not a Do Not Track signal is received.



## How Do We Use Your Information?

We use the information we learn from you to help us personalize and continually improve your experience on the App. We may use your Personal and Non-Personal Information in the following ways:

### General Uses

- To provide the Bird Service to you as you request
- To track the Vehicles
- To upload your content to our App as you request
- To permit you to update, edit, and manage your content on our App
- To communicate with you about your account or transactions with us (including service related announcements) and send you information about features and enhancements on our App
- To communicate with you about changes to our policies
- To communicate with you about your comment to a blog post
- To personalize content and experiences on our App, including providing you reports, recommendations and feedback based on your preferences
- To disclose anonymized Personal Information to disclose statistics and analytics and other details regarding the use of our App.
- To optimize or improve our products, services and operations
- To automatically update the App on your device
- To detect, investigate, and prevent activities that may violate our policies or be illegal
- To perform statistical, demographic, and marketing analyses of users of the App





## Use of Your Location Information

Specifically, we use your location information to:

- Track the use of the Bird Vehicles
- Personalize content on our App, including providing you reports, recommendations and feedback based on your preferences
- Optimize or improve our products, services and operations
- Detect, investigate, and prevent activities that may violate our policies or be illegal
- Perform statistical, demographic, and marketing analyses of users of the App and their purchasing patterns

## Combination of Your Personal Information

We use the information from one portion of the App on other portions of the App or elsewhere in our network of Apps, apps, and other interactive features, or in reports and analysis, all of which are owned and operated by Bird, and we may combine information gathered from multiple portions of the App into a single customer record or analysis or report. We also use and/or combine information that we collect off-line or we collect or receive from third party sources to enhance, expand, and check the accuracy of your customer records.

## Who Do We Provide Your Information To?

Except as disclosed in this Privacy Policy, we do not disclose information about your Personal Information collected online to any companies not part of Bird or its parent,



subsidiaries or related entities. In no event will we sell or rent your Personal Information as part of a customer list or similar transaction.

#### Business Partners, Sponsors and Third Parties

We may share your Personal Information with our sponsors and other business partners from time to time. You may withdraw your consent to our sharing of your Personal Information with business partners and third parties at any time by following the opt-out process described below.

#### Third-Party Agents

We have third party agents, subsidiaries, affiliates and partners that perform functions on our behalf, such as hosting, billing, push notifications, storage, bandwidth, content management tools, analytics, customer service, fraud protection, etc. These entities have access to the Personal Information needed to perform their functions and are contractually obligated to maintain the confidentiality and security of that Personal Information. They are restricted from using, selling, distributing or altering this data in any way other than to provide the requested services to the App.

#### Emergency Situations

We may also use or disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on us or the App; (b) protect and defend our rights or property, the App or our users, and (c) act under emergency circumstances to protect the personal safety of us, our affiliates, agents, or the users of the App or the public.



This includes exchanging information with other companies and organizations for fraud protection.

#### What Steps Are Taken To Keep Personal Information Secure?

We are concerned about ensuring the security of your Personal Information. We exercise great care in providing secure transmission of your information from your device to our servers. Personal Information collected by our App are stored in secure operating environments that are not available to the public. Our security procedures mean that we may occasionally request proof of identity before we disclose your Personal Information to you. Please understand, however, that while we try our best to safeguard your Personal Information once we receive it, no transmission of data over the Internet or any other public network can be guaranteed to be 100% secure.

#### How Can We Transfer Your Personal Information?

Your information collected through the App may be stored and processed in the United States or any other country in which Bird, its Clients, Affiliates or service providers maintain facilities. Bird, its Clients, Affiliates, or service providers may transfer information that we collect about you, including personal information across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the United States or other regions with laws governing data collection and use that may differ from US law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction. Wherever your personal information is transferred, stored, or processed by Bird, Bird will take reasonable steps to safeguard the privacy of your personal information. By registering for and using the App you consent to the transfer of information to the US or to any other country in



which Bird, its Clients, Affiliates or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

### How Long Do We Keep Your Information?

Following termination or deactivation of your account, Bird, its Clients, Affiliates, or its service providers may retain information (including your profile information) and user Content for a commercially reasonable time for backup, archival, and/or audit purposes. If you have any questions about termination or deactivation of your account, please contact us directly at [hello@bird.co](mailto:hello@bird.co).

### What Happens When I Link To or From Another App?

This App may contain links to other Apps operated by third parties. Please be advised that the practices described in this Privacy Policy for Bird do not apply to information gathered through these other Apps. We are not responsible for the actions and privacy policies of third parties and other Apps.

### Governing Law

This App is published in the United States. We attempt to protect the Personal Information of all users of our App and we attempt to comply with local data protection and consumer rights laws to the extent they may apply to the Services, but our App is located and targeted to United States citizens and our policies are directed at compliance with those laws. If you are uncertain whether this privacy policy conflicts with the applicable local privacy laws where you are located, you should not submit your Personal Information to Bird.



## Assignment

We may change our ownership or corporate Bird while providing the App. We may also sell certain assets associated with the App. As a result, please be aware that in such event we may transfer some or all of your information to a Bird acquiring all or part of our assets or to another Bird with which we have merged. Under such circumstances we would, to the extent possible, require the acquiring party to follow the practices described in this Privacy Policy, as it may be amended from time to time. Nevertheless, we cannot promise that an acquiring Bird or the merged Bird will have the same privacy practices or treat your information the same as described in this Privacy Policy.

## Changes to This Policy

As our App continues to develop, we may add new services and features to our App. In the event that these additions affect our Privacy Policy, this document will be updated appropriately. We will post those changes prominently so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone. We do, however, recommend that you read this Privacy Policy each time you use our App in case you missed our notice of changes to the Privacy Policy. We will not, however, materially change our policies and practices to make them less protective of Personal Information we have previously collected from you without your express consent.

## WHAT ARE YOUR CHOICES AND HOW DO YOU OPT-OUT?



We believe you should have choices about the collection, use and sharing of your information. Although you cannot opt-out of all data collection when you visit our Apps, you can limit the collection, use and sharing of your personally identifiable information.

**Collection of Personal Information.** All personally identifiable information is provided on a voluntary basis. If you do not want Bird to collect such information, you should not submit it to the App. However, doing so will restrict your ability to access some content and use some of the functionality of the App.

**Emails and Other Communications.** If you would like to alter the type of communications you receive from us, including opting out of promotional communications from us, you may do so at any time by updating the communication preferences specified in your account profile through the App. Please note that this may affect your ability to access certain products and services, and we may continue to send non-promotional communications such as staffing confirmations, surveys, and other information about your use of the Service. If you refer others to us using our email functionality, please note that they may choose not to receive any promotional emails from us in the future by following the opt-out instructions in the email invitation.

**Tracking.** You also have choices to limit some tracking mechanisms that collect information when you use the App. Many web browsers automatically accept cookies, but you can usually modify your browser's setting to decline cookies if you prefer. If you choose to decline cookies, certain features of our App, including the App themselves, may not function properly or remain accessible to you. In addition, you may also render some web beacons unusable by rejecting or removing their associated cookies. Note that if you choose to remove cookies, you may remove opt-out cookies that affect your



advertising preferences. For more detail on your ability to opt out, see Use of Cookies and Other Tracking Technologies above.

Please note that while you may opt out of online behavioral advertising and other targeted advertising served by participating companies through App you may still see other types of advertising on the App, it just may not be as relevant or targeted to your interests.

**Accessing and Correcting Your Information.** If you have an account with Bird, you may review and change your information by logging into your account and editing your profile. Be advised that we may not be able to delete your Personal Information without also deleting your user account. You will not be permitted to examine the Personal Information of any other person or entity and may be required to provide us with Personal Information to verify your identity prior to accessing any records containing information about you. We may not accommodate a request to change or delete Personal Information if we believe doing so would violate any law or legal requirement, or cause the information to be incorrect.

If you have any questions about this Privacy Policy, you should contact us by email at [hello@bird.co](mailto:hello@bird.co).

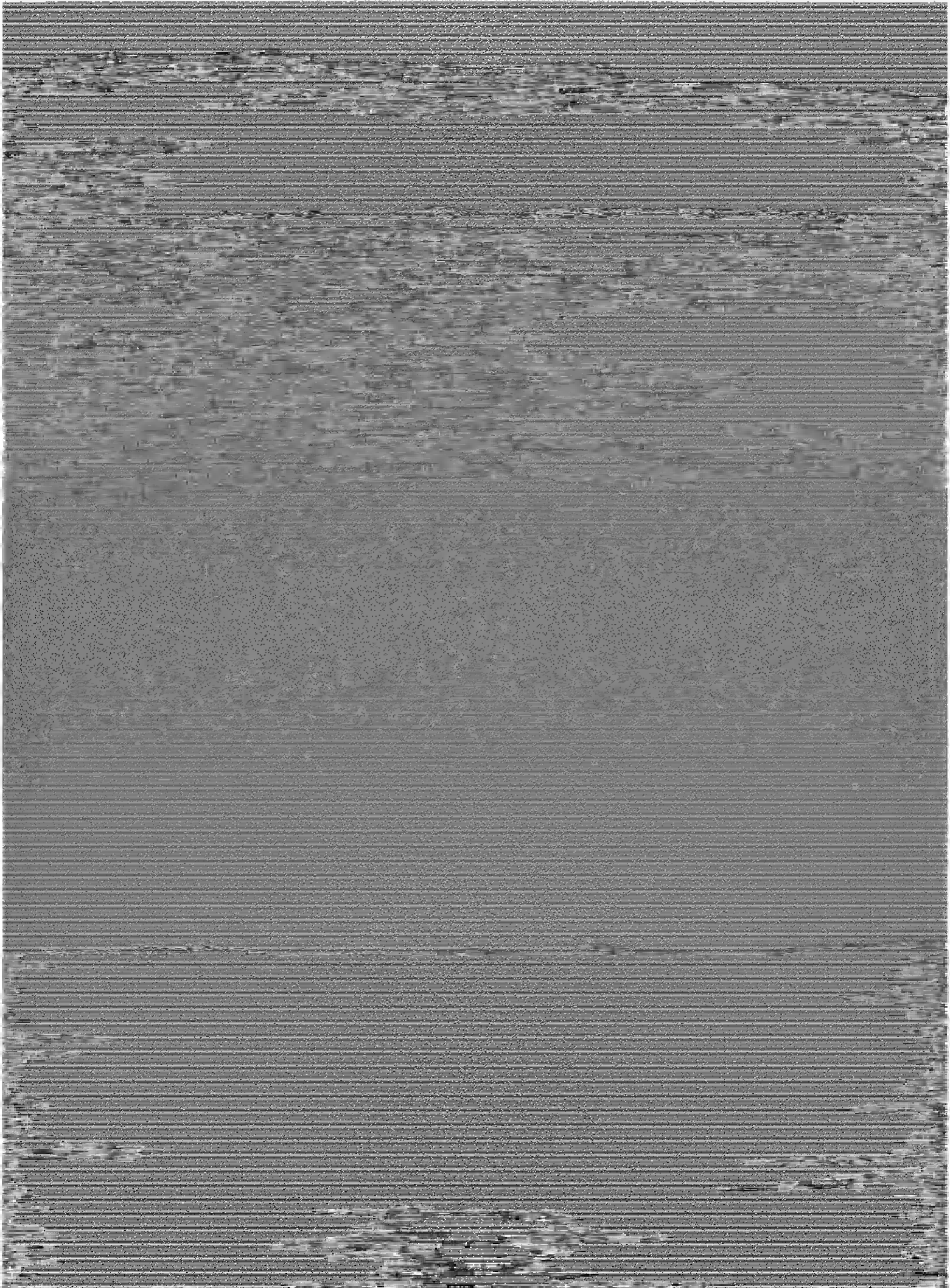
#### Your California Privacy Rights

California Civil Code Section 1798.83 permits customers of Bird who are California residents to request certain information regarding its disclosure of their personal





information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to [hello@bird.co](mailto:hello@bird.co).



This document is one of three forms required for a complete license application.  
Please submit signed and completed documents by email to [DocklessMobility@AustinTexas.gov](mailto:DocklessMobility@AustinTexas.gov).

### LICENSE SURETY BOND

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOWS ALL BY THESE PRESENTS:

BOND NO. [REDACTED]

Premium: \$3,000 - Annually

PRINCIPAL Bird Rides, Inc., (check one) a ☒ corporation ☐ limited liability ☐ partnership ☐ sole proprietorship, engaged in the commercial use of sidewalks or City public right of way for the display, sale, lease or rental of dockless transportation services within the City of Austin, Texas ("CITY"), AND

SURETY, International Fidelity Insurance Company, a solvent company authorized under the laws of the State of Texas to act as surety on bonds for principals, agree to bind ourselves, our successors and assigns, jointly and severally, unto the CITY and to all persons who may suffer injury from any work or service undertaken by PRINCIPAL hereunder, as OBLIGEEs, in the sum of One Hundred Fifty Thousand & 00/100 -- DOLLARS (\$ 150,000.00).

PRINCIPAL and SURETY are bound to pay this amount to OBLIGEEs only if PRINCIPAL fails to fulfill the following obligations:

- PRINCIPAL shall indemnify and hold harmless the CITY and all other persons and entities from all claims for damages to any person or property, including all costs and expenses, arising out of PRINCIPAL's use of the right-of-way within the CITY;
- PRINCIPAL shall repair any damage and correct any defect to the right-of-way, caused by PRINCIPAL's use of the right-of-way and shall warrant such work for a period of one year following completion of same;
- PRINCIPAL shall remove or reduce in concentration dockless mobility units that the director has determined, that cause or significantly contribute to sidewalk congestion or make access to abutting property hazardous;
- PRINCIPAL shall remove mobility units that the director deems unsafe for use due to defect or non-conformance with Chapter 14-9 or the applicable rules;
- PRINCIPAL shall pay all costs, fees, charges, fines, assessments or judgments levied against or incurred by PRINCIPAL for the removal and storage of dockless mobility units, which may become due to the CITY or to other persons or entities as a result of the activities undertaken hereunder by PRINCIPAL;
- PRINCIPAL, its agents and employees shall perform all work in strict compliance with all applicable laws, ordinances, resolutions, rules and regulations; and
- PRINCIPAL and SURETY shall not violate any of the terms of this bond

If this bond is canceled or the coverage of this bond is restricted for any reason, SURETY shall immediately deliver written notice of such to the CITY and to the Director of the Austin Transportation Department. The cancellation or restriction becomes effective after thirty (30) working days from the date the CITY receives the notice. Cancellation or restriction does not affect SURETY's liability on any transaction begun before the effective date of the cancellation or restriction. In the event of cancellation or restriction, PRINCIPAL will be suspended from all rights and privileges and no license will be issued to PRINCIPAL under Chapter 14-9 of the City Code of Austin, as applicable. This suspension remains effective until the bond coverage required by the applicable rule or section of code is fully restored.

The bond will be binding upon PRINCIPAL and SURETY from the 15th day of May, 2018, until midnight, the 15th day of May, 2019. Signed, sealed, and executed this 15th day of May, 2018.

PRINCIPAL

BY: [Signature]

(Signature)

Name: Bird Rides, Inc.

Title: Chief Legal Officer, David Estrada

Address: 405 Broadway #359

Address: Santa Monica, CA 90401

Phone: (866) 205-2442

SURETY

BY: [Signature]

(Signature)

Name: International Fidelity Insurance Company

Title: Attorney-in-Fact, Kelly Hollemann

Address: 2999 Oak Road, Suite 820

Address: Walnut Creek, CA 94597

Phone: (925) 256-8760

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

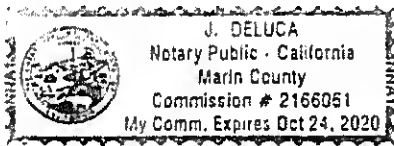
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )  
On May 15th, 2018 before me, J. DeLuca, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Kelly Holtermann  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

Tel (973) 624-7200

## POWER OF ATTORNEY

### INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

LAWRENCE J. COYNE, KELLY HOLTEMANN, NANCY L. HAMILTON, ROGER C. DICKINSON,  
THOMAS E. HUGHES, CHARLES R. SHOEMAKER, STANLEY D. LOAR, MARK M. MUNEKAWA,  
NERISSA S. BARTOLOME, JOAN DELUCA, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO, ALICIA DASS

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



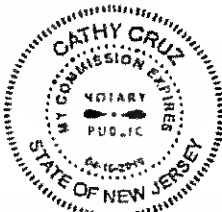
STATE OF NEW JERSEY  
County of Essex

George R. James  
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

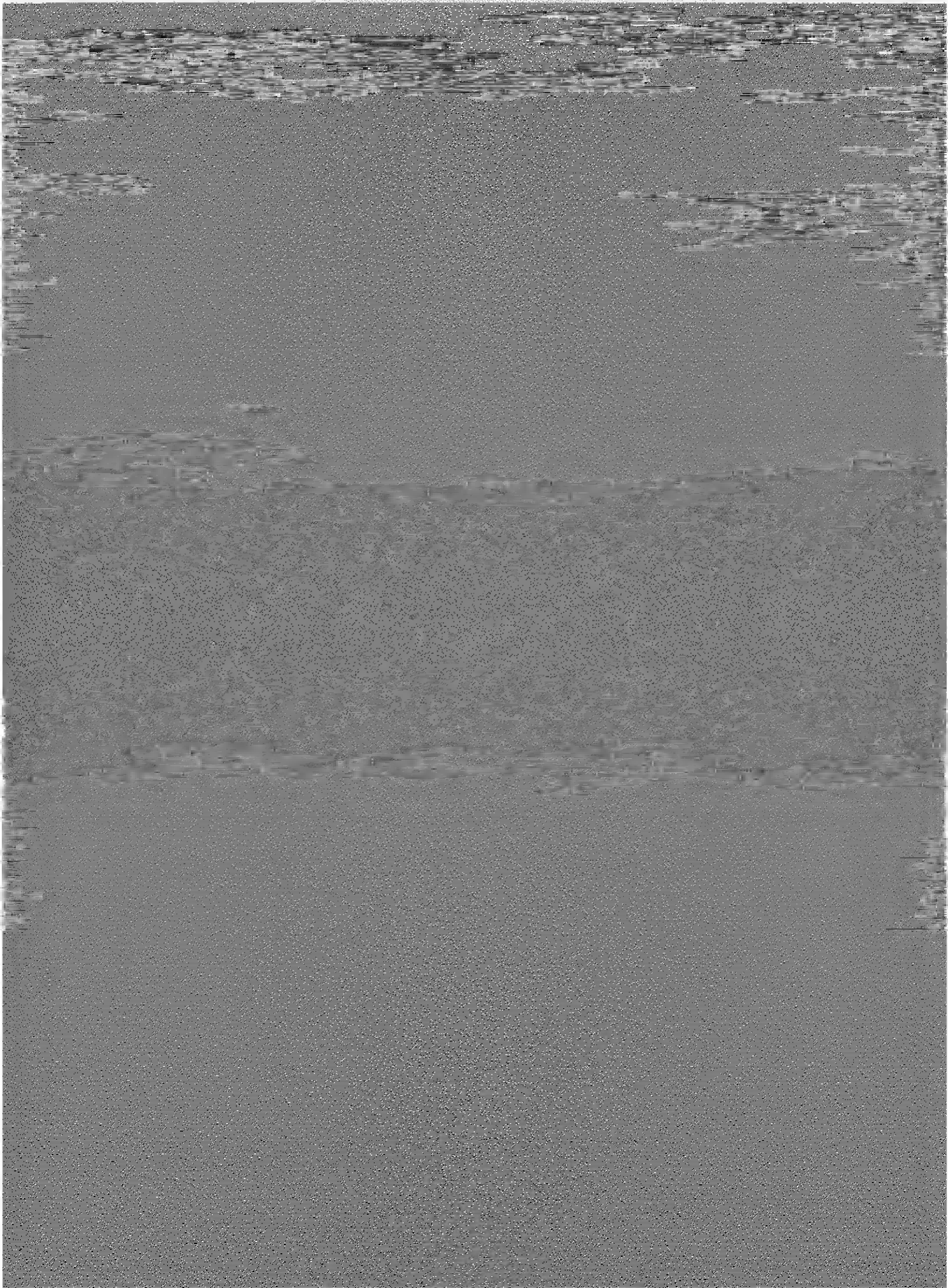
#### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of May 2018

MARIA BRANCO, Assistant Secretary







CSA  
Group

# Certificate of Compliance

Certificate:



Master Contract: 267218

Project:



Date Issued: 2017-10-10

Issued to:

Ninebot (Tianjin) Tech Co., Ltd.  
Building 14, No.3, Tianrui Rd  
Auto Industrial Park, Wuqing Dist.,  
Tianjin, China

Attention:

Ms Cherry Zhao

*The products listed below are eligible to bear the CSA Mark shown with adjacent indicators 'C' and 'US' for Canada and US or with adjacent indicator 'US' for US only or without either indicator for Canada only.*



Issued by: *Fei (Joseph) Zhou*  
Joseph Zhou

## PRODUCTS

CLASS - C389201 - MOTOR OPERATED EQUIPMENT - Electrical and charger-systems of Self-Balancing Scooters

CLASS - C389281 - MOTOR OPERATED EQUIPMENT - Electrical and charger systems of-transportation devices - Certified to US Standards

Electrical and Charger System of Two Wheels Kick Scooter, Model M365.

For details related to rating, size, configuration, etc., reference should be made to the CSA Certification Record, or the Descriptive Report.



CSA  
Group

Certificate:



Project:

Master Contract: 267218

Date Issued: 2017-10-10

**APPLICABLE REQUIREMENTS**

ANSI/CAN/UL 2272 1st Edition:  
Personal E-Mobility Devices

Standard for Safety For Electrical Systems for

**MARKINGS**

N/A





CSA  
Group

## *Supplement to Certificate of Compliance*

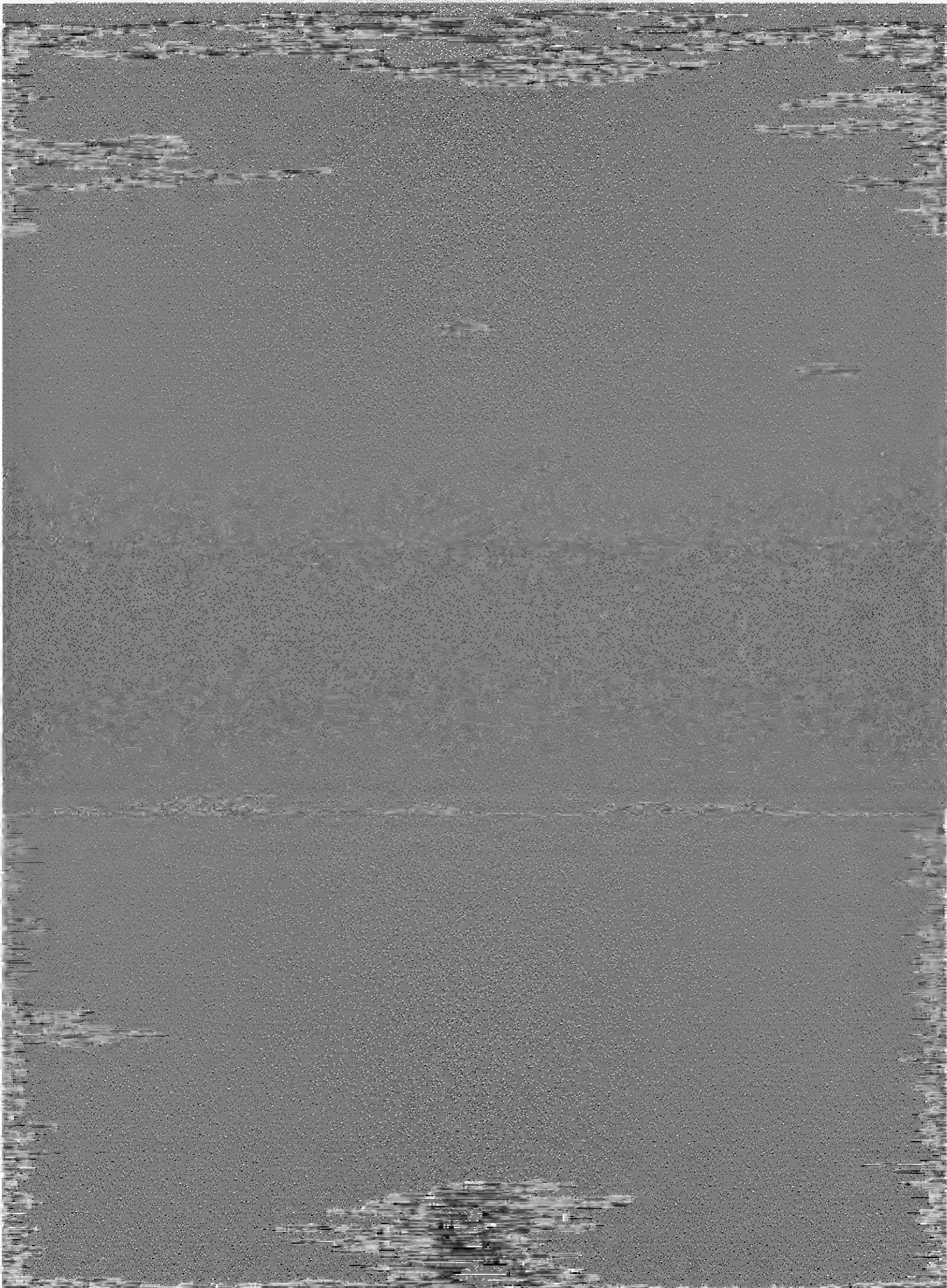
Certificate: [REDACTED]

Master Contract: 267218

*The products listed, including the latest revision described below,  
are eligible to be marked in accordance with the referenced Certificate.*

### Product Certification History

Project	Date	Description
[REDACTED]	2017-10-10	Original Certification. Electrical and charger system of two wheels Scooter, Model M365. (C/US)





ACT Lab LLC 3280 East 59th Street, Long Beach, CA 90805 • Tel 562.470.7215 • Fax 562.470.7220 • www.act-lab.com

May 14, 2018

City of Austin, ATT: Mobility Services

P.O. Box 1088

Austin Texas 78767

Product: BIRD M365 electric powered scooter

To whom it may concern,

ACT Lab is an ISO 17025 certified independent third-party test lab and has conducted the appropriate testing for the product listed above and found it in compliance of test standards listed below as show in ACT Lab report number 1073.0001R1.

ACT Lab has also reviewed the CSA Certificate of Compliance number [REDACTED] and found that the appropriate electrical safety standards (UL 2272) has been conducted.

ACT Lab In addition reviewed the Dockless Mobility Program License Requirements items number 9, 10 and 11 regarding the COC and independent testing.

Applicable Product Testing:

ASTM F2641 Standards for consumer Safety Specification for Recreational Powered Scooters and Pocket Bikes

Best regards,

A handwritten signature in black ink, appearing to read 'John D. Bogler'.

John Bogler,

President



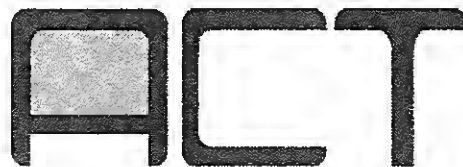
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## SAFETY AND COMPLIANCE TESTING FOR BIRD

Tested Sample(s)	: Powered Scooter
Brand	: Electric Scooter
Model	: M365
Color	: Black
Size	: Not Specified
Stock / Model Number	: Not Specified
Country of Origin	: USA
Age Grading	: 18+ years
Children's Product	: No

Prepared For:

**Bird**  
1625 Electric Ave.  
Venice, CA 90291



**Issue Date: 14 May 2018**

**Final Report: 1073.0001R1**

This document shall not be reproduced except in full without written approval from ACT Lab LLC.



This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer joint ISO-ILAC-IAF Communiqué dated January 2009.) The Joint Communiqué is available on publications and resources page of the ILAC website at <http://www.ilac.org>. Accreditation listing and certificate can be found at <http://www.iasonline.org>.

Contract File No.: 1073.0001  
T:\ACT Testing\Bird - 1073.0001  
Control Document Rev. 21 Dec. 2016

Technician: Matt Bremner



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## CONCLUSION

1073.0001.001 – Bird, M365 (Black)		
Purpose of Test - Each test performed is intended to check compliance with the following:	Result	Comment
ASTM F2641-08 Standard Consumer Safety Specification for Recreational Powered Scooters and Pocket Bikes	C	
CPSC 16 CFR 1303 "Ban of Lead-Containing-Paint and Certain Products Bearing Lead-Containing Paint," of the Consumer Product Safety Improvement Act (CPSIA 2008)	C	

President,

John A. Bogler



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## SAMPLE IDENTIFICATION

<b>Brand:</b>	Electric Scooter	<b>Job No.:</b>	1073.0001
<b>Model:</b>	M365	<b>Sample ID:</b>	1073.0001.001
<b>Manufacturer:</b>	Not Specified	<b>Type:</b>	Powered Scooter
<b>Stock No.:</b>	Not Specified	<b>Size:</b>	Not Specified
<b>UPC:</b>	Not Specified	<b>Color(s):</b>	Black
<b>Serial No.:</b>	Not Specified	<b>Weight (kg):</b>	12.4
<b>Serial No.:</b>	Not Specified	<b>Country of Origin:</b>	USA





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## DATE AND PLACE OF TEST

Sample(s) received on : 11 May 2018  
Testing was initiated on : 11 May 2018  
Testing was completed on : 14 May 2018  
Testing was performed at : ACT Lab LLC  
Long Beach, CA

## TEST METHODS

Method for each test conducted is as follows:

- ASTM F2641-08 test is performed in accordance to the ASTM F2641-08 – Requirements for Powered Scooters standards and all standards reference within.
- CPSC 16 CFR 1303 test was performed by ICP Optical Emission Spectroscopy, per CPSC-CH-E1003-09: Determining Lead (Pb) in Paint and Other Similar Surface Coatings.

## TEST RESULTS

<b>C:</b> Compliant; Product meets specified standard <b>NC:</b> Non-Compliant; Product does not meet specified standard <b>NA:</b> Not Applicable to this design <b>NR:</b> Not Requested by the Applicant <b>NP:</b> Not Present	<b>ND:</b> None Detected <b>IC:</b> Inconclusive <b>NT:</b> Not Tested <b>FTR:</b> Further Testing Recommended <b>PPM:</b> Parts Per Million <b>✱:</b> See Comments
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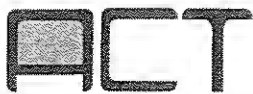


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## ASTM F2641-08: POWERED SCOOTERS

ASTM F2641-08			
Ref. #	Test Description	Result	Observations and Notes
5.1	Shall meet 6.2. Hand brakes levers reach $\leq 89\text{mm}$ (3.5in.) Operation force $\leq 44.5\text{N}$ (10 lbf)	C	
5.2	Battery vent tube, insulated connectors, 8-12 years of age, shall not exceed 36V. UL charger, charger interlock	C	
5.3	Shall meet 6.9	NA	
6.9	880 N (200 lbf) at the location normally associated with the folding action. 10 sec. Repeat 5x.	NA	
5.4(6.1)	Speed = 2 m/s (6.6ft/s) into curb $\geq$ radius of wheel. Repeat 3x.	C	
5.5.1	If 5mm (3/16 in.) rod is admitted, so shall a 13-mm (1/2 in.)	NA	
5.5.3	If 5mm (3/16 in.) rod is admitted, so shall a 13-mm (1/2 in.)	C	
5.5.4	Mechanisms shall not have any accessible part present a pinch or laceration hazard	C	
5.6	Locking devices (lock tight, washer, nylon)	NA	
5.7	Shall have an ultraviolet inhibitor	NT	
5.8	See standard.	NA	
6.6	See standard.	NA	
5.9(6.3)	Apply weight to the deck or seat. H FT = 150mm (6 in.) H RR = 300mm (12 in.). Repeat 3x.	C	
5.10(6.4)	Apply 3x max recommended weight for 30 sec.)	C	
5.11(6.10)	Apply 1780N (400lbf.) in direction of wheel removal for 30sec.	C	
5.12(6.5)	Apply 67N (15 lbf.) in direction of removal for 10 sec.	C	
5.13	Shall meet 6.7 and 6.8	C	
6.7	Max force to close quick release $\leq 67\text{N}$ (15 lbf) 6mm (1/4in.) from end	NA	
6.8	Apply 267-N (60 lbf) @ 45° @ 25mm (1 in.) from HB end. 5,000 cycles. 1 Hz max	C	
5.14(6.2)	Rider $\geq 68.1\text{-kg}$ (150 lb). Stop distance $\leq 4.57\text{m}$ (15ft). Speed is to be determined. 4 valid runs.	C	
5.15	16 CFR 1303	NT	
5.16	See standard	C	
5.17	Shall conform with Federal Hazardous Substance Act (FHSA)	NT	
5.18	Free of hazardous edges	C	
5.19	Bolts with more than 3 threads shall be covered	C	
5.20	See standard	C	
5.21	See standard	C	
5.22	Shall meet 6.11 and 6.12 and all req. of this consumer safety specification	C	
6.11	Shall be permanent	C	
6.12	Test Method B of ASTM D 3359	C	
6.13	Driver weight = 50% $\pm 4.5\text{kg}$ ( $\pm 10\text{lb}$ ) of manuf. max	C	





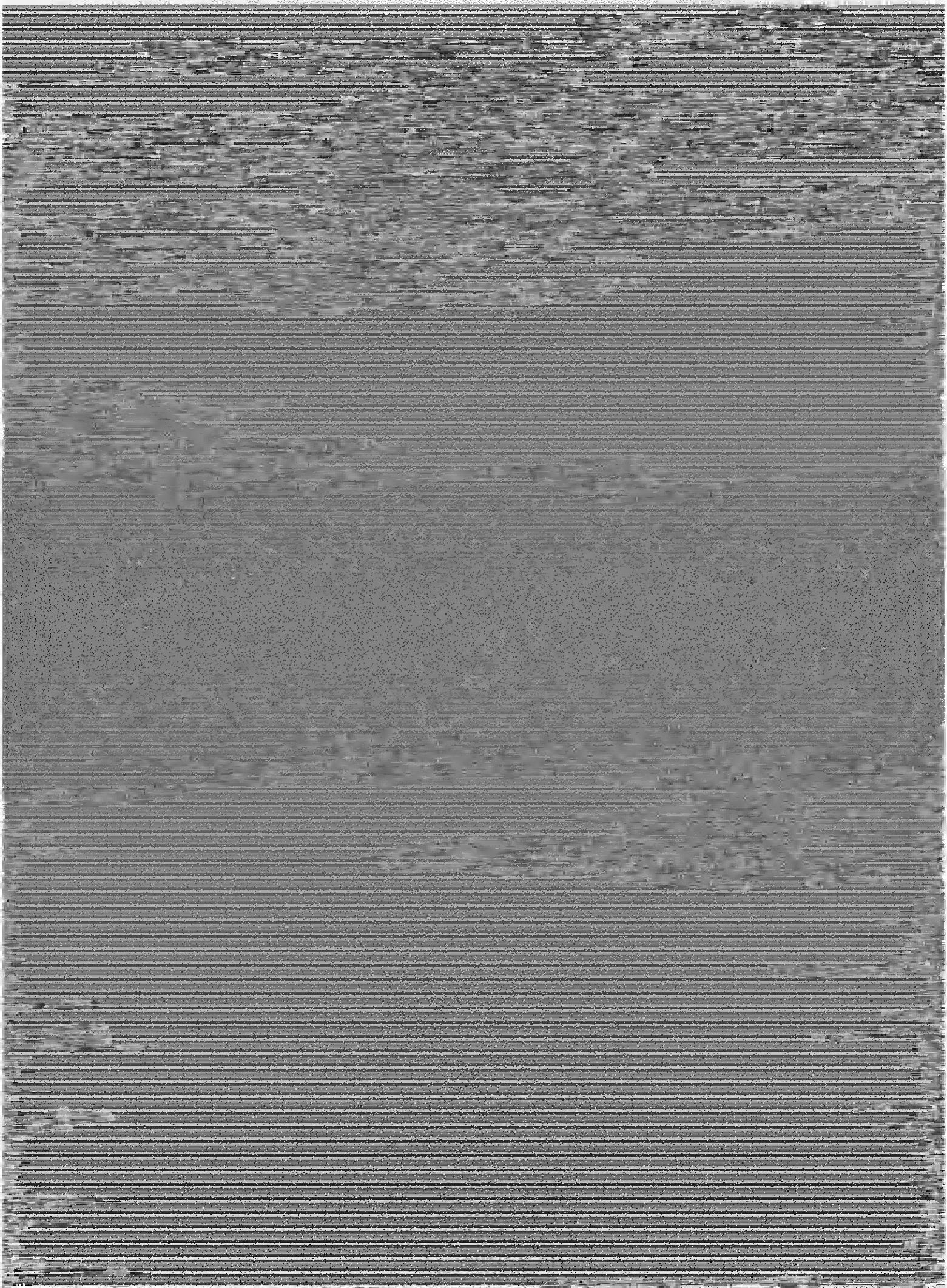
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**CHEMICAL: SURFACE COATING (LEAD)**

CPSC 16 CFR 1303: LEAD IN SURFACE COATING (ICP) Compliance Criteria: <90 PPM (0.009%) Lead							
<u>Sample ID</u>	<u>Description</u>	<u>Color</u>	<u>Sample Weight (mg)</u>	<u>Dilution Volume (mL)</u>	<u>Concentration PPM - (µg/ml)</u>	<u>Total %</u>	<u>Result</u>
20180514-08	Frame Paint	Black	0.03	27.29	7.43	0.000743	C

\*\*\*\*\*

**END OF REPORT**



The requirements of Section 12 are satisfied by the inspection documents included in tab 11.